1927

SCHEDULE OF STOCKHOLDERS AS OF
JANUARY 1, 1927

OF

D. W. GRIFFITH, INCORPORATED,

corporation

(Before preparing schedule, read instructions on reverse side)

(EXTRA SHEET TO BE USED WHEN NECESSARY)

NAME	ADDRESS	NO. SHARES
Albert G. Aegeak	2617 Francis St., Baltimore, Md.	10
Wm. A. Alcaugh	6 East Fayette St, Baltimore, Md	1
Mrs. Catharine A. Allison	Box 66, Brentwood, Maryland	26
Clara Ascherfeld	1624 Lincoln Ave., Baltimore, Md.	10
H. S. Beeson	Box 66, Brentwood, Md.	30
Miss Henrietta Booth	Elkton, Md.	9
Susan L. Booth	Elkton, Md.	5
Mary C. Burroughs	1405 John St, Baltimore, Md.	10
Miss B. Clare & Miss M. Blanche Briscoe or either of them or the survivor	849 Park Ave., Baltimore, Md.	4
John C. Butterwaich	402 N. Collington Ave, Baltimore, Md.	40
Annette Edge	% Mrs. J. W. Lord, 1011 N. Charles St., Baltimore, Md.	5
Henry F. Fahrney	7 East 2nd St, Frederick, Md.	5
Mrs. Nellie P. Feltner	Hancock, Md.	5
Jacob Goldfine	101 Baltimore St, Cumberland, Md.	10
Morris Goldman	2123 Clifton Avenue, Baltimore, Md.	25
Wm. L. Hammond	335 Potomac St, Hagerstown, Md.	10
Paul C. Hentschel	607 N. Luzerne Ave, Baltimore, Md	10
Jane Palfrey Homer	Riderwood, Baltimore, Co., Md.	20
Frances L. Horner	Rockville, Md	10
Z. Ethel Pope Jones	40th St & Counterbury Rd, Baltimore, Md	6
Mary Louise Larcombe	Rockville, Md	10
Mrs. Mariam Longaker	Federalsburg, Md	100
Evelyn Lord	1011 N. Charles St, Baltimore, Md	5
Emmert M. Lowry	835 West Franklin St, Hagerstown, Md	200
John Luntz, Jr.	Walker Avenue, Towson, Md	10
Joseph H. Luscinian	University Hospital, University of Md. Lombard & Greene St, Baltimore, Md.	10
Edgar L. McClure	2212 Wahlbrook St, Baltimore, Md	20
John McCormick	P.O. Box 272, Cumberland, Md.	20
William J. McLaughlin	1122 N. Eutaw Street, Baltimore, Md	5
M.C.Mules	4106 Falls Rd, Baltimore, Md	5
Miss Marie Pahud	1908 Eutaw Place, Baltimore, Md	3
Dorothy Pope	813 Hamilton Terrace, Baltimore, Md	1
Evangeline Pope	40th & Couterbury Rd, Baltimore, Md	6
Margaret C. Rabold	2214 N.Calvert St, Baltimore, Md	30
Neubert M. Randall	Sparrows Point, Md	25
Miss B. Clare Rusk & Miss M. Blanche Briscoe or either of them or the survivor	1817 Park Avenue, Baltimore, Md.	4
Miss Ruth Seifield	Carl Junction, Md	20
Walter K. Strine	30 East Franklin St, Hagerstown, Md	2
Jesta Warthen	Kensington, Md	20
Karl Waterman	Rockville, Md	6

Total Class "A" stock issued and outstanding as of Jan. 1/27	121,693
" " " " held by residents of Md. per annexed statement	752
Balance shares held by non-residents of Maryland	120,941

Attest _____ _____
ecretary

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

New York January 3, 1927

BILTMORE COUNTRY CLUB OF LOS ANGELES

1800 PACIFIC NATIONAL BANK BLDG

LOS ANGELES CALIFORNIA

PLEASE HOLD OUT ONE HUNDRED SHARES OF STOCK IN THE BILTMORE

COUNTRY CLUB PENDING MY RETURN TO LOS ANGELES

D W GRIFFITH

AUTB 1M

Charge Banzhaf and Pembleton 130 West 42nd St City

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. CANNON
M. L. MALEVINSKY
ARTHUR F. LINDSAY
JOSEPH M. PROSKAUER
RICHARD J. MADDEN
ARTHUR G. WALSH
EDWARD C. RAFFERTY
BENJAMIN PEPPER

LAW OFFICES

TIMES SQUARE
NEW YORK CITY

136

IN RE Mrs. Hiram Abrams

[1927]

January 5, 1926

Mr. Albert H. T. Hanshaf
130 West 42nd Street
New York City

My dear Bert:

Some months ago, when Mr. Abrams took ill, the Board of Directors upon direction from the owners of the United Artists Corporation stock, voted Mr. Abrams a leave of absence for six months, without salary, to recover his health.

Those of us who were in touch with Mr. Abrams' work, knew that he never limited himself to the ordinary business hours of the day, but carried on his selling campaign in his office, out of his office and every day of the week, averaging many hours in excess of the usual time given to an executive's duties daily.

The payment of 2% has continued to his widow since his death, and recently I advised that the creditors of the corporation might successfully recapture this money should the corporation get into financial straits and be unable to meet its obligations because of the amount of the gift.

In answer to my letter to Mr. Schenck, I have received the following:

"I deem it best for the United Artists to make Mrs. Abrams a present of $50,000.00 and discon-

times the payment of two per cent on our business, as according to your decision there is a slight chance of ourselves being personally responsible for the payments we are making. If we give her $50,000.00, at least we know what our obligation may be, should the worst come to the worst."]

I am sending this information to you so that you may consider it and be prepared to vote on the resolution when it comes before the Board of Directors at its next meeting.

Yours sincerely

Dennis F. O'Brien

DFO'B/IC

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. CANNON
M. L. MOSKOWITZ
ARTHUR F. DRISCOLL
JOSEPH M. MARSHUTZ
RICHARD J. MADDEN
ARTHUR A. WALDT
EDWARD C. RAFFERTY
BENJAMIN PEPPER

LAW OFFICES

TIMES SQUARE
NEW YORK CITY

136

IN RE

January 3, 1927.

Mr. Albert H. T. Benshaf,
#130 W. 42nd St.,
New York City.

Dear Bert:-

Just received telegram from Joe Schenck, reading as follows:-

"Suggest we elect Kelly President Allied Artists in England He is a British Citizen Happy New Year"

Will you kindly take matter up with your principal?

Sincerely yours,

DFO'B/mml

Empire Trust Company
580 Fifth Avenue
New York

January 4th, 1927

Mr. Elek John Ludvigh, Treasurer
Famous Players Lasky Corp.
485 Fifth Avenue,
New York City.

Dear Mr. Ludvigh:-

In accordance with your request, we beg to advise you that the amount due and unpaid on the D. W. Griffith Inc. loan, as of this date, January 4th, 1927, is $98,228.71, made up as follows:

Principal.....$87,099.27

Interest.....11,129.44.

Yours very truly,

E. C. WILSON

Vice-President

ECW.MH

33½

DR A. SCHATTNER
New York

N.Y., January 4th, 1927.

The Griffith Film Co.
New York City.

Gentlemen:-

With reference to the conferences had between us, in regard to your film "ISN'T LIFE WONDERFUL", I wish to reduce the following proposition in writing:

I am in a position to distribute your film, "ISN'T LIFE WONDERFUL", throughout Germany, Hungry, Austria, Czechoslovakia, Russia, Poland and the Balkan States, under the following terms and conditions:-

1. I am obliged to supply you with the needed contingent, to entitle us to distribute your picture in Germany, charging you the cost of same to the gross receipts that your picture may render.

2. Your Company shall be obliged to appropriate and pay over to me $3000.00 for the defraying of advertising and publicity expenses, before said film will be exhibited in Berlin, as soon as the contingent is supplied, and whatever sum I deem necessary to spend for the purpose of advertising and publicity, after the film is exhibited in Berlin, however said sums shall not exceed the amount of 20%.

3. The advanced $3000.00 mentioned above, shall also be deducted from the gross receipts of the film that will yield in Germany.

4. The printing cost of the films shall be defrayed by your Company.

5. The share of my remuneration shall be 20% of all the gross receipts. or 50% of the net Receipts

N. Y. January 4th, 1927

6. It is understood that I shall have the exclusive distributing rights of the above films in Germany, Hungry, Austria, Czechoslovakia, Russia, Poland and the Balkan States.

7. If the gross volumn of business realised in the above territory above mentioned amounts to $50,000.00, it is understood that I am to secure the exclusive distributing rights on the pictures of "AMERICA" and "BIRTH OF NATION" and the same terms as outlined for "ISN'T LIFE WONDERFUL".

Yours truly,

Dr. Aba Schaffner.

January 4, 1927.

Dear Miss Swanson,

The bearer of this letter, Mr. Kenneth Crume, is a young man who is desirous of doing motion picture work here in the East, and I am most happy to recommend him very highly, to you.

He is young, intelligent, ambitious, good looking, athletic, and has a very fine family background.

If there is anything you can do to further Mr. Crume's ambitions it will be deeply appreciated. He has had some experience in pictures having worked with George Walsh in "The Kick-off" and with Richard Dix in "The Quarterback".

Sincerely yours,

DWG/CC

Miss Gloria Swanson,
New York City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

At a Special Meeting of the Board of Directors of D.W.GRIFFITH INCORPORATED held at the office of A.H.T.Banzhaf, 130 West 42nd Street, New York City, N.Y., on the 4th day of January 1927 at 3 o'clock in the afternoon.

PRESENT: Messrs. D.W.Griffith
J.C.Epping
Gerrit J. Lloyd
Albert Griffith Grey
Albert H.T.Banzhaf,

constituting a majority of the Board of Directors.

The meeting was called to order by Mr. Griffith who acted as Chairman.

Mr. Banzhaf, the Secretary stated that the meeting was called for the purpose of passing upon, approving and ratifying the proposed contract of settlement with the Famous Players Lasky Corporation under date of January 1927 for the purpose of settling and terminating the contract heretofore entered into by and between Mr. Griffith individually, D.W.Griffith, Inc. and Famous Players Lasky Corporation under date of the 10th day of June 1924, together with the supplemental and amendatory contracts thereto.

After consideration and reading said proposed contract and upon motion duly made, seconded and carried the following resolution was adopted:

BE IT RESOLVED that the proper officers of this Corporation be and they hereby are authorized to enter into, execute and deliver any contract or contracts which they may deem advisable for the purpose

of settling and/or terminating the present contract and amendments thereto now had by and between David W. Griffith, D. W. Griffith Incorporated and Famous Players Lasky Corporation and that the Secretary be and he hereby is authorized to attach the corporate seal of this Corporation to any such contract or contracts, and attest the same.

There being no further business before the meeting the same was adjourned.

Albert H. T. Bagley

Minutes approved:

D. W. Griffith

Jesse L. Lasky

J. Eppa

Asst.

January 4th 1927.

Feuchtwanger & Co.,
65 Broad Street,
New York City.

Gentlemen:

I am returning herewith notice of buying order in the name of H.Richter to buy 100 shares of D.W.Griffith at 75¾. This account is not correct since this order to buy should be in the name of H. Richter and is not to be confused with the present account Mr. H. Richter has with you.

Will you kindly change your records accordingly.

Very truly yours,

B:CDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201 A

Charge to the account of D.W.GRIFFITH INCORPORATED $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

CABLEGRAM

New York City,
Jan. 5th, 1929

Hanburry,
GROSVENOR
WEST
LONDON
ENGLAND

PLEASE SEND STATEMENT AND REMITTANCE ON MARKS ACCOUNT SUBSEQUENT TO SEPTEMBER 30 ALSO INCLUDE MONIES FOR PRINTS ETC.

D.W.GRIFFITH INCORPORATED

Form 1201 S

WESTERN UNION

1480 BROADWAY
PENN 0540-3
JAN 5 PM 52

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

JAN 5 PM 8 09

SB550 29 HOLLYWOOD CALIF 5 457P

D W GRIFFITH.
ASTOR HOTEL NEWYORK NY.

WOULD HELP ME TO ISSUE STATEMENT THAT YOU ARE TAKING OVER CHAPLIN STUDIO PLEASE WIRE ME PERMISSION TO MAKE THIS STATEMENT HOPE TO SEE YOU SOON HAPPY NEW YEAR.

JOE SCHENCK.

January 9th, 1917

Argentine-American Film Corp.,
220 West 42nd St.,
New York City.

Gentlemen:

We are enclosing herewith our invoices covering the exhibition rights and also the cost of prints on "Broken Blossoms" and "The Fall of Babylon".

These invoices total $2,801.81 and we shall be pleased if you will give our boy a check for this amount so that we might be able to properly release the prints for shipment.

We thank you for your kindness in this matter.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

K/S

Auditor.

WHEREAS, an agreement was entered into dated the 10th day of June, 1924, between DAVID W. GRIFFITH of the Village of Mamaroneck, Westchester County, New York, hereinafter referred to as "Mr. Griffith", D. W. GRIFFITH, INCORPORATED, a Maryland corporation hereinafter referred to as "the Griffith Corporation", and FAMOUS PLAYERS-LASKY CORPORATION, a New York corporation, hereinafter referred to as "Famous Players", pursuant to which Famous Players agreed to procure a loan for the Griffith Corporation to the extent of TWO HUNDRED AND FIFTY THOUSAND ($250,000) DOLLARS, and the Griffith Corporation agreed to furnish the services of Mr. Griffith to Famous Players to direct three (3) motion picture photoplays for the latter, and Mr. Griffith individually agreed with Famous Players to render his services as therein contemplated, and

WHEREAS, for the services of the Griffith Corporation in furnishing Mr. Griffith to direct the pictures and for the services of Mr. Griffith in directing the same, they were jointly to receive certain sums of money, and Mr. Griffith was to receive as a bonus a sum equal to twenty (20%) per cent of the net profits of each production directed by him pursuant to said contract, as said profits are therein more particularly defined, and also a sum equal to twenty (20%) per cent of the savings on negative cost of each motion picture produced pursuant to said contract computed as therein provided under certain budget figures, and

WHEREAS, Famous Players thereafter procured the Empire Trust Company upon the guarantee of said Famous Players to loan the Griffith Corporation and/or Mr. Griffith the sum of $250,000, upon a promissory note on which the sum of $87,099.87 principal, and $11,129.44 interest as of the 4th day of January, 1927, still remains unpaid, and

WHEREAS, Mr. Griffith and the Griffith Corporation in the aforesaid contract of June 10, 1924, jointly and severally represented to Famous Players that there was no outstanding contract with any other party which would interfere with the full performance by them of said contract of June 10, 1924, but notwithstanding thereafter, United Artists Corporation claimed that said Griffith Corporation and/or Mr. Griffith were obligated to deliver additional pictures to it for distribution, and in order to said said Griffith and the Griffith Corporation to compromise said controversy, Famous Players consented that a picture to be produced by it and to be directed by Mr. Griffith and which is now known as "Sally of the Sawdust" would be delivered by Famous Players to United Artists Corporation for distribution, and that all the provisions of the agreement of June 10, 1924 should be applicable to the making of said picture, excepting that in computing the bonus to be paid to Mr. Griffith on said picture, the distribution costs in lieu of those set forth in the contract of June 10, 1924, should be the sums paid or withheld by United Artists Corporation for distribution costs, and

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WHEREAS, after the completion of said picture, "Sally of the Sawdust," two (2) photoplays were made pursuant to the contract of June 10, 1924 entitled respectively "That Royle Girl" and "The Sorrows of Satan," and

WHEREAS, the parties are mutually desirous of terminating said contract of June 10, 1924 and all amendments thereto and modifications thereof as of this date, without making the third and final picture originally contemplated to be made pursuant to said contract,

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) by each of the parties hereto to each of the others in hand paid, the receipt of which is hereby acknowledged, and of the mutual covenants herein contained, the parties hereto agree as follows:

FIRST: The third and final picture contemplated to be made pursuant to the aforesaid contract of June 10, 1924 shall be omitted and the contract aforesaid is hereby terminated.

SECOND: The Griffith Corporation and Mr. Griffith hereby jointly and severally release Famous Players from every claim and demand of every kind or nature from the beginning of the world.to the date hereof, and Famous Players hereby releases the Griffith Corporation and Mr. Griffith jointly and severally from every claim and demand of every kind or nature from the beginning of the world to the date hereof, save and except

(a) the obligations of the parties to perform and carry out the terms of this contract, and

(b) the existing rights of the parties in the photoplays entitled "Hearts of the World" and "Broken Blossoms", which rights shall continue unaffected by this agreement.

THIRD: The Griffith Corporation and Mr. Griffith jointly and severally sell, assign, transfer and set over to Famous Players, all their rights to bonuses, and every other interest, if any, of every kind and nature, in, to, or arising out of, the photoplays entitled "Sally of the Sawdust," "That Royle Girl" and "The Sorrows of Satan," or in, to, or arising out of, the contract of June 10, 1924, or any amendments thereto.

FOURTH: (a) Famous Players agrees to cancel the accounts receivable on its books for advances to or for the Griffith Corporation and/or Mr. Griffith, amounting at this date to the sum of $34,452.44.

(b) Famous Players hereby assumes and agrees to pay the sum of $87,099.27 balance of principal due the Empire Trust Company on the promissory note hereinabove referred to, and the sum of $11,129.44 interest on same to the 4th day of January, 1927, and all subsequently accruing interest thereon, and Famous Players agrees to hold said Griffith Corporation and Mr. Griffith harmless from any action arising out of the non-payment of the balance of said note and interest.

(c) Famous Players agrees to pay the Griffith Corporation and Mr. Griffith jointly and severally, the sum of FIFTEEN THOUSAND ($15,000) DOLLARS at the time of the execution of this contract and release.

FIFTH: Famous Players shall have the right to re-edit any of the photoplays above referred to.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 6th day of January, 1927.

FAMOUS PLAYERS-LASKY CORPORATION

Attest: _____ Secretary

By _____ President

D. W. GRIFFITH, INCORPORATED

Attest: _____ Secretary

By _____

_____ (L.S.)

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On the 6th day of January 1927, before me came ADOLPH ZUKOR, who being by me duly sworn, did depose and say, that he resides in New City, New York; that he is the President of FAMOUS PLAYERS-LASKY CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On the day of January 1927, before me came who being by me duly sworn, did depose and say that he resides in ; that he is the of D. W. GRIFFITH, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

January 5, 1917

118

Class A. Stock

D.W.GRIFFITH INCORPORATED	Stock Ctf.	#980	- -	100	shares
"	" "	#981	- -	100	"
"	" "	#982	- -	100	shares
"	" "	#983	- -	100	"
"	" "	#984	- -	100	"
"	" "	#985	- -	100	"
"	" "	#986	- -	100	"
"	" "	#987	- -	100	"
"	" "	#988	- -	100	"
"	" "	#989	- -	100	"
"	" "	#990	- -	100	"
"	" "	#951	- -	100	"
"	" "	#952	- -	100	"
"	" "	#991	- -	100	"
"	" "	#950	- -	100	"

Received above certificates.

Raymond A. Kenny

January 6, 1927.

Security Trust & Savings Bank,
Cahuenga & Hollywood Blvds.,
Hollywood, Calif.

Attention of Mr. Galloway.

Dear Mr. Galloway,

I am enclosing herewith check drawn to the order of Mr. D. W. Griffith in the amount of $10,000. Will you kindly deposit this to Mr. Griffith's account and send duplicate deposit slip to me at the above address.

Thanking you, I am

Yours very truly,

RAK/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

JANUARY 7 1927

MR JOSEPH SCHENCK
PICKFORD FAIRBANKS STUDIO
HOLLYWOOD CALIFORNIA

CLIENT ASKED ME ARRANGE YOUR WIRE REGARDING CHAPLIN STUDIO STOP CLIENT HAS PLANS FOR CERTAIN PROPERTY AND STUDIO ARRANGEMENTS WHICH MIGHT BE JEOPARDIZED BY ANNOUNCEMENT YOU SUGGEST CAN YOU GIVE CLIENT OR ME MORE DETAILS REGARDING PURPOSE OF PROPOSED STATEMENT REGARDS

BANCHAF

charge Banshaf 130 W 42nd

KENTHURST,
BIRCHINGTON-ON-SEA.

1730 Broadway, N.Y.C.,
'Phone: Circle 2131.

Dear Mr. Conroy:

Many thanks for your letter which I apologize to you for not having replied to you before.

Please thank Mr. Griffith and tell him, what he knows well, that nothing would give me greater delight than to work with him again.

Very truly yours,

A. Brookes-Lang

January seventh, 1927.

Con Conroy, Esq.

TELEPHONE MURRAY HILL 6000 6060 CABLE ADDRESS "BERGMEN" NEW YORK

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
380 MADISON AVENUE

GEORGE W. NEWGASS
BERTRAM B. NAYFACK
FRANKLIN WALDHEIM

NEW YORK

January 7th, 1937.

Mr. Albert Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf,

At Mr. Nayfack's request I am sending you the enclosed draft of agreement between Art Cinema Corporation and D. W. Griffith dated the day of January, 1937. Mr. Nayfack has not read the enclosed draft as yet but suggests that you read same at your earliest opportunity. When you have completed same, will you please get in touch with Mr. Nayfack in order to discuss the matter with him. Mr. Nayfack will leave town Sunday evening, January 9th, and will be away for a few days, and he would like to settle this matter before he leaves and preferably sometime today.

Very truly yours,

S. Klein

SK

Secretary to Mr. Nayfack

MARY PICKFORD
HOLLYWOOD, CAL.

January
7th
1 9 2 7.

My dear Mr. Griffith:

Douglas and I were happy to receive your New Year's greeting and we want you to know that we send you our affectionate thoughts for the most wonderfully successful and happy year you have ever had.

I was so sorry to miss seeing you when you were here. I did not realize your visit was to be such a brief one; however, you will probably be coming back soon.

Douglas joins me in every good wish. I am, as ever

Sincerely yours,

Mary Pickford

Class of Service

This is a full-rate Telegram or Cable-gram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — A. R. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
DLT	Day Letter
NLT	Night Message
NL	Night Letter
LCO	Delivered
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SC218 29 NITE HOLLYWOOD CALIF 1927 JAN 6 AM 1 40

D W GRIFFITH, ASTOR HOTEL
NEWYORK NY.

WILL NOT HURT YOUR PLANS IN ANY WAY TO MAKE ANNOUNCEMENT WILL HELP CHARLIE IT IS FOR A PURPOSE CANNOT EXPLAIN IN TELEGRAM PLEASE WIRE ME PERMISSION BEST REGARDS.

JOE SCHENCK.

Would do anything
in the world
for you but
then other matters
are very delicate
ones I have
already worked
out a plan
what I am
now you will
agree in my
opinion for
the effect it
will have
through the
world
then plan
must come
as a part of the
movement of
when I am
to work and
any other arrangement
would kill the
mood and
circumstances
through the country
sorry cannot
explain personally
had hoped when
you hear you

W. GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY

January 6th, 1927.

The Morning World,
New York City.

Gentlemen:

Will you kindly insert the following ad for one week commencing Sunday January 9th, 1927 and charge the same to D.W.Griffith, Inc., address as above.

42nd St. and BROADWAY

Large, Light attractive offices on Northeast corner. Furnished or unfurnished, en-suite or single. Sacrifice rental. Apply R. Richter, 26th Floor, 130 W. 42nd St.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

Jan. 8 - 1927

Dear David;

My Guardian Angle must have been hovering around You for that check was just what I needed. I have an Insurance for Headdined benefit and the payment is due this month and as we have had a great deal of extra expense we were at a loss to know what to do as we dist dislike to call on You

who is already doing
so much for us, so I
cannot thank You enough
for this last thought-
fulness to my mind
there is only one David.
Ruth is much improved
in health and we hope
to have fair sailing in
the future, barring any
more bad luck we hope
You are having good health
and should You come to
the Golden West we would
love to have the great
pleasure in seeing You

and would it be asking
to much to have you for
a chicken dinner in
our own home.
Thanking you again for your
kindness. With love,
Sister Ruth.

many thanks uncle
David for your check, to
invite, you are a wonder!
and could you but realize
what a great help you
are to us, you would be
quite pleased with yourself.
Love Little Ruth.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1088A

Charge to the account of Albert H T Banchof $

CLASS OF SERVICE DESIRED
Telegram
Day Letter
Night Message
Night Letter

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Sender's No.
Clerk
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

JANUARY 10 1927

JOSEPH SCHENCK

CARE PICKFORD FAIRBANKS STUDIO

HOLLYWOOD CALIFORNIA

WOULD DO MOST ANYTHING IN THE WORLD FOR YOU BUT THIS OFFER IS
VICTIMOUS MATTER AND I FEEL A VERY DELICATE ONE ATOP I HAVE
ALREADY WORKED OUT A PLAN WHICH I AM SURE YOU WILL AGREE IS VERY
EXCELLENT FOR THE EFFECT IT WILL HAVE THROUGHOUT THE COUNTRY
STOP THIS PLAN MUST CARRY AS A PART THE ARRANGEMENT WHERE I AM
TO WORK AND ANY OTHER ARRANGEMENT WOULD KILL THE MORAL AND
ADVERTISING EFFECT THROUGHOUT THIS COUNTRY AND ELSEWHERE STOP
SORRY CANNOT EXPLAIN PERSONALLY BUT KNOW YOU WILL UNDERSTAND MY
POSITION WHEN I HAVE OPPORTUNITY TO EXPLAIN WITH KINDEST
PERSONAL REGARDS

D W GRIFFITH

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

105.

To Mr. A.H.P.Sanshaf

From R.A.Kluns

Date Jan. 10th, 1927

Time

Reply to

Included in the sums of money which we owe the United Artists Corp., against which they have a cash reserve of $60,418.80, are two amounts, one of which represents the loss on the Associated Producers project in the amount of $17,668.91 and the other the loss on "Romance" in the amount of $18,737.47.

It is my understanding that the Associated Producers loss is a personal item of Mr. Griffith's and is to be bourne by him and that the loss on "Romance" is to be bourne by the Corporation.

I would like to make these adjustments on the books as of Dec. 31st, 1926, therefor will you kindly affirm the correctness of my understanding as above.

Of course any subsequent income received on either of the above accounts will be credited to the same accounts to which they are charged.

Please make all replies on back of this memorandum.

Combined Film Laboratories, Inc.

PROCESSING OF MOTION PICTURE FILM
IN ALL BRANCHES

Offices:
1560 BROADWAY
New York City
BRYANT 8100

Laboratories:
450 CLAREMONT PARKWAY
New York City
BINGHAM 1100

January 10, 1927.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Attention of Miss Conway

My dear Miss Conway:

Referring to your negative of the AVENGING CONSCIENCE, we have the following report to make relative to the condition of same:

There are bad patches and bad dupes throughout. The negative is flash and we would have to go through all the titles before we could find out if any were missing.

The condition of this negative is very poor as it contains water marks, stains, cement marks, fog and blank film throughout the various rolls. It appears as though the negative might have gotten wet, as the emulsion in a good many places is completely peeled off.

For your inspection, we are sending you herewith a small roll which we would ask you to wind down, as it will give you an idea of the condition the negative is in.

Very truly yours,

COMBINED FILM LABORATORIES INC.

Conrad

C:RO

Benesch & Pemberton
Counsellors at Law
Penn Terminal Building
140 West 34th Street
New York

January 11th 1927.

Mr. Arthur Kelly,
Treasurer, United Artists Corporation,
729 Seventh Avenue,
New York City.

In re: Griffith Company's gross receipts derived from the United Artists on "Isn't Life Wonderful".

My dear Mr. Kelly:

I hereby certify to paragraphs taken from the Settlement Contract entered into between D.W.Griffith, D.W.Griffith Incorporated and Famous Players Lasky Corporation under date of the 5th day of January, 1927 terminating the respective parties' contracts, by which contract, among other things, the Famous Players Corporation agrees as follows:

****

"SECOND: The Griffith Corporation and Mr. Griffith hereby jointly and severally release Famous Players from every claim and demand of every kind and nature from the beginning of the world to the date hereof and Famous Players hereby release the Griffith Corporation and Mr. Griffith jointly and severally from every claim and demand of every kind and nature from the beginning of the world to the date hereof, save and except the obligations of the parties to perform and carry out the terms of this contract, and

(b) the existing rights of the parties in the photoplays entitled "Hearts of the World" and "Broken Blossoms", which rights shall continue unaffected by this agreement."

****

FOURTH: * * * * * *

(b) Famous Players hereby assumes and agrees to pay the sum of $87,099.27 balance of principal due Empire Trust Co. on the promissory note hereinabove referred to and the sum of $11,129.44 interest on the same to the 4th day of January 1927 and all subsequently accruing interest thereon, and Famous Players agrees to hold said Griffith Corporation and Mr. Griffith harmless from any action arising out of

the non-payment of the balance of said note and interest."

This contract has been duly executed by both parties and original duplicates thereof delivered to each of the parties interested.

I am giving you this information so that your Accounting Department may discontinue any further payments to the Empire Trust Co. pursuant to our letter of instruction relative to the receipts of the Photoplay "Isn't Life Wonderful" such funds to be hereafter paid directly to the Griffith Corporation.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB:GDM

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 1000

United Artists Corporation

JOSEPH M. SCHENCK
MARY PICKFORD
GLORIA SWANSON
CHARLES CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

January 18th, 1927

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
W. 42nd Street,
New York City

Dear Mr. Banshaf:

Acknowledging your letter of January 11th, 1927, in connection with the agreement made between D. W. Griffith and D.W. Griffith, Inc. and Famous Players-Lasky Corp. under date of January 5th, 1927, under which agreement the Famous Players Lasky Corp. agrees to assume the D. W. Griffith, Inc. obligation with the Empire Trust Co. in the amount of $87,099.27 principal, and interest to January 4th, 1927 amounting to $11,129.44, and further that the United Artists Corporation is to pay to D. W. Griffith, Inc. all rentals that may accrue from time to time on this picture until further notice.

We have written the Empire Trust Co. advising them of your letter, and we shall be pleased if you will communicate with the Empire Trust Co. and have them write us to the effect that we are to discontinue paying the film rentals which accumulate on "Isn't Life Wonderful" to them, but instead pay same to D. W. Griffith, Inc., and to cancel the assignment against

this photoplay.

Thanking you for your attention, we remain

Very truly yours,

UNITED ARTISTS CORPORATION

Vice President-Treasurer
Arthur W. Kelly

AWK G

UNITED ARTISTS CORPORATION

BUENOS AIRES LAVALLE 1206

January 13th, 1927.

Mr. Max Ehrenreich,
United Artists Corporation,
729 - 7th Avenue,
New York City, New York.

My dear Mr. Ehrenreich:

We acknowledge receipt of your cable saying you had arrived O.K. in New York, which we were very glad to hear.

Regarding your cabled request for five thousand dollars, we were unable to send it immediately as we have just wired all our surplus money to Producers. We are making every effort to collect the necessary amount, a not very easy proposition in summer time, as you know.

DECEMBER - The month of December resulted in as follows:

SALES - Buenos Aires	30287.65	Rosario	3620.05
PLAYED & EARNED	42677.65		5570.05
EXPENSES	14950.74		2442.60
PROFIT	5784.93		312.93

The Buenos Aires expenses include 4000. - pesos charged up on the New York statement to October 2nd, 1926.

YEAR 1926 - The figures for the whole year are as follows:

SALES - Buenos Aires	640514.75	Rosario	122534.40
PLAYED & EARNED	660398.95		113029.40
EXPENSES	159298.96		23895.20
PROFIT	156858.93		28514.71
% OF OPERATING	25%		20%

The profit of the two offices amounts to	185373.64
which deducted from the loss at Jan. 2/26 of	195293.52
leaves a loss to date of	9919.88

Cancelled contracts in Buenos Aires amounted to 5141.95 pesos and in Rosario to 2300. - pesos. The amount owing to Producers at December 31st was only 16621.81 in Buenos Aires and 2811.52 in Rosario, a wonderful result taking into consideration that we owed them 200,000. - pesos at the beginning of the year.

UNITED ARTISTS CORPORATION

BUENOS AIRES LAVALLE 1206

Mr. Max Ehrenreich January 13th, 1927.

-2-

EXPENDITURE & INCOME - The expenses of the Buenos Aires office resulted 14317.52 pesos higher than last year. Advertising expenses were 7000.- pesos lower than 1925, a remarkable decrease considering the increase in releases. Film expenses and Customs Duties were each 5000.- pesos higher this year, a natural result of increased business in the first instance and more prints and advertising matter received from New York in the second instance. Sales this year showed an increase of approximately 270,000.- pesos in Buenos Aires and 60,000.- pesos in Rosario. The Played and Earned business in Buenos Aires exceeded the sales by approximately 20,000- pesos.

The Chili figures are not all available just yet but it is safe to say that the year there has also closed very strongly. All the end of the year reports will lea e by the "Vestris" on January 21st.

Trusting this will find you in the best of health and with kindest regards to you and Morris from all the office,

Very truly yours,

UNITED ARTISTS CORPORATION

(Signed) J.P. HUSSEY

JPH/MG

January 15, 1927.

Miss Catherine Jenkins,
Hyde, Pa.

Dear Madam,

In reply to your recent letter, we wish to advise that if you sent a scenario for Miss Dorothy Gish same was evidently forwarded to Miss Gish as we have no record of it in this office.

We regret our inability to be of service to you in this connection.

Very truly yours,

D. W. Griffith, Inc.

? ? ?

D. W. Griffith is packing his grips and chaps preparatory to leaving these wintry climes for sunny California. D. W. expects to depart from our midst in about two weeks. He has as yet no definite story lined up to produce as his first for United Artists, admits he is dizzy from reading possible material, and is anxious from seeing so-called stage successes.

Mr. Griffith said his next production, in all probability, would be a comedy or a melodrama—at any rate, something that stirs directly at the box office. He is tired of making pictures like "Intolerance," which take five years to pay off, and "Isn't Life Wonderful?" the type of artistic production that appeals to the few instead of the many.

Frederick Lawrence,

=====

Hotel Granada
56th St. & 7th Ave
Tel. Circle 0909.

New York, Jan. 14, 1927.

Dear Miss Conway,-

Because of the attached clipping from the N. Y. American, and also your own conversation with Mrs. Lawrence, I am handing you the accompanying mss. of my story, "MARIE, of the BLOOD ROYAL," for submission to Mr. Griffith with the hope that it may be the kind of a subject he is looking for.

This story is modern in every respect, (1914 to 1918), although based on the historical legend that the French Dauphin, (Louis XVII), was smuggled to the United States during the French Revolution, and became a member of a tribe of Indians.

There is loads of drama, picturesqueness and comedy in "MARIE, of the BLOOD ROYAL." I would have sent it to you for Mr. Griffith when I finished it a month ago, if I had known that his interest had turned from the style of stories which have hitherto been his vehicles.

Mr. Griffith may take his own time to consider this mss. No cash payments on it are impending as is the case with "FLORENCE NIGHTINGALE," nor is any copy in the hands of any other producer. I shall not submit the story elsewhere until I have received Mr. Griffith's decision, nor is there any reason why he should not take all of the time he wants.

Very sincerely yours,

Frederick Lawrence

Langaers' Bank

Milton Montefiore

Mrs. McTigue

Milgus Beatty

January 14th, 1927.

Mr. Louis Kanarvogel,
1658 Broadway,
New York City.

Dear Sir:

We hereby offer to lease to you for a period of fifteen months commencing Feb. 1st, 1927 and ending April 30th, 1928, Rooms 1108-1109 situated on the 11th floor of the Longacre Building. These offices are now leased by us from the Longacre Improvement Corp., which lease runs for the same term as mentioned above.

This transaction is of course subject to the approval of the Longacre Improvement Corp., which approval we have requested and will obtain prior to the 1st of February.

You shall pay a monthly rental of($175.00) One Hundred and Seventy Five Dollars during the term of this lease, payable in accordance with the terms of the lease.

We also agree to furnish for your use certain furniture, more fully described below, and you agree that this furniture and equipment will not be defaced or destroyed or removed from the premises and that this furniture and equipment shall be returned to us at the termination of the lease in the same condition, allowing for necessary and reasonable wear, as it is now.

1 Desk Lamp - 1 Lamp with Shade Top 1 - Table 1 chair ok Rock

1 double desk	1 stenographers Desk
2 Desk chairs	1 Stenographers chair
1 Steel cabinet	1 Single desk
2 filing cabinets	1 Desk chair
2 Small office chairs	Misc. chairs to be agreed upon later.

The floor coverings and partitions are to remain as they are now.

It is understood that this offer shall be supplanted by a regular lease having nothing contained therein which shall be contrdictory to any of the above co[illegible]ts.

L.E. - 2

If the above is acceptable to you will you kindly signify by signing in the space provided below.

Yours very truly,

D.W.GRIFFITH INCORPORATED.

Louis Kasanvogel Raymond A. Klum
Auditor.

P.S. Small Safe in Abeyance.
Cabinet in front office " ".

Corner Office to be decorated. Arrangements have already been made with Longacre Land Co.

RAK

STATE OF NEW YORK

TAX DEPARTMENT

ALBANY

44-27113

DEPARTMENT OF TAXATION AND FINANCE

JAN 17 1927

Mr. David W. Griffith,
1476 Broadway,
New York City.

Dear Sir:

Examination of the records of this office does not disclose a return of income filed by you for the taxable period 1925. If a return for this period has been filed by you, it is requested that you state the exact name and address under which such return has been filed and if any payment of tax has been made, based on such a return, it is requested that you submit proof of payment of such tax. If payment was made through the medium of your personal check, a six digit serial number will appear upon the face of the returned voucher. If you will advise the Bureau with respect to such number so appearing, ready verification of the tax may be made.

A reply within ten days will be appreciated. In replying, kindly refer to Division 44-27113.

Very truly yours

THE STATE TAX COMMISSION

By Roy H. Palmer

Roy H.Palmer,
Assistant Director,
Chief-Audit Division,
Income Tax Bureau.

RSC/AHJ

Mortgage

INDIVIDUAL

TO

Dated....., 192.....

Title Insurance and Trust Company

Title Insurance Building

Los Angeles, California

Order No.

When recorded please mail to

COMPARED BY

DUTTON

DAUTTON

Document

348 N Wilcox

Hollywood

LA

RECORDED AT REQUEST OF

FEB 16 1927

AT 2 P.M.

IN BOOK 6848

AT PAGE 103

OF OFFICIAL RECORDS, LOS ANGELES COUNTY, CAL.

Fees $

Grantee

Grantor

Mortgagee

Assignor

Assignee

Lessee

Attorney

Sheriff

Claimant

Vendee

C. J. Bogue, County Recorder

I certify that I have correctly transcribed this document in above mentioned book.

L Richardson #155.

Deputy County Recorder's Office L. A. County

This Mortgage,

Made January 18, 1947,

By Albert H. E. Banshaf and Grace G. Banshaf, his wife, residing at 160 Woodbine avenue, Larchmont, Westchester County, New York,

hereinafter called MORTGAGOR,

To Fred M. Wilcox

hereinafter called MORTGAGEE,

Witnesseth: That Mortgagor hereby mortgages to Mortgagee the real property in the City of Los Angeles County of Los Angeles, State of California,

described as The south east half of Block 54 of Rancho Ex-Mission of San Fernando, as recorded in Book 37, Page 5 et seq. Miscellaneous Records,
Except therefrom the north easterly 75 feet of the south westerly half of the south easterly half and the south westerly 75 feet of the north easterly half of the south easterly half, of said Block 54.

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes, ditches and other rights thereunto belonging or in any wise now or hereafter appertaining thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

For the purpose of securing

First: Payment of the indebtedness evidenced by ..... promissory note ..... (and any renewal or extension thereof) in form as follows:

$ 14,056.00 **Los Angeles, California,** January 18, , 192 7,

..... THREE YEARS ..... after date,

for value received, I promise to pay

to ..... FRED H. WILCOX .....

..... or order,

at ..... HIS OFFICE IN LOS ANGELES .....

the sum of Fourteen thousand and fifty six ($14,056.00) Dollars,

with interest thereon from date until paid, at the rate of 7

per cent. per annum, payable quarterly

Should interest not be so paid, it shall become part of the principal and thereafter bear like interest therewith. Should default be made in payment of interest when due, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in United States gold coin. This note is secured by a mortgage upon real property.

Albert W Baumhoff

Grace C. Baumhoff

Second: Payment of attorney's fees, in a reasonable sum to be fixed by the Court and all costs and expenses in any action brought to foreclose this mortgage or any action or proceeding affecting the rights either of Mortgagor or Mortgagee in said real property, whether such action or proceeding progress to judgment or not; also such sums as Mortgagee may pay for examination of title to, or for surveying, the mortgaged property, all of which sums, including said attorney's fees, Mortgagor agrees to pay, and the same are hereby declared a lien upon said property and are secured hereby.

Third: Performance of every obligation, covenant, promise or agreement herein contained, direct or conditional, and repayment as herein provided of all sums advanced or expended by Mortgagee under the terms hereof.

A. 1. Mortgagor agrees to pay, when due, all taxes, assessments and incumbrances, which are or appear to be liens upon said property or any part thereof, including taxes, if any levied under the law of said State, upon this mortgage or the debt secured hereby, and hereby waives all right to treat payment of such taxes as a payment on such debt or as being to any extent a discharge thereof; Mortgagor also agrees to keep said buildings insured against fire, to the amount required by, and in insurance companies satisfactory to Mortgagee, and to assign the policies therefor to Mortgagee; and promptly to pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

2. In case said taxes, assessments, or incumbrances so agreed to be paid by Mortgagor be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then Mortgagee, being hereby made sole judge of the legality thereof, may, without notice to Mortgagor, pay such taxes, assessments or incumbrances, obtain such policies of insurance and pay or settle or cause to be removed by suit or otherwise all such adverse claims.

3. In the event of loss under said policies of fire insurance, the amount collected thereon shall be credited first to interest then due upon said indebtedness, next upon any advances secured hereby and the remainder, if any, may, at the option of Mortgagee, be applied and credited upon principal, in which case interest shall thereupon cease on the amount so credited on principal; or at the option of Mortgagee, said remainder may be released to Mortgagor for the purpose of making repairs or improvements upon said property, in which case Mortgagee shall not be obliged to see to the application of the sum so released, nor shall said remainder be deemed a payment of any indebtedness secured hereby.

B. Mortgagor agrees to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation, protection, care or attention of any kind or nature not provided by Mortgagor, then Mortgagee, being hereby made sole judge of the necessity therefor, may, without notice to Mortgagor, enter, or cause entry to be made upon said property, and inspect, repair, cultivate, irrigate, fertilize, fumigate, protect, care for, or maintain said property as Mortgagee may deem necessary. All sums expended by Mortgagee in doing any of the things in this mortgage authorized are secured hereby and shall be paid to Mortgagee by Mortgagor in said gold coin, on demand, with interest from date of expenditure at the rate named in the promissory note secured hereby.

C. In consideration of the indebtedness evidenced by said promissory note, Mortgagor waives all right either to apply for, or to procure, registration of said property or any part thereof under the provisions of the "Land Title Law," and hereby agrees:

1. That to bring said property or any part thereof under the operation of said law would impair the security of this obligation;

2. That Mortgagor will not cause or permit any part of said property to be brought under the operation of said law;

3. That if, at any time, the owner of any part of said property shall file a petition for registration, or if any part of said property be registered under the provisions of said law, filing such petition for registration, or such registration shall each constitute a default in performance of the covenants and agreements herein contained on the part of Mortgagor, and the whole sum of money secured by this mortgage shall, at the option of the holder of said promissory note, become immediately due and Mortgagee may proceed to foreclose this mortgage in accordance with its terms.

D. The maker thereof promises to pay said promissory note according to its terms and conditions, and in case of default in payment of principal or interest, when due, or in payment of any other money herein agreed to be paid, or in performance of any covenant or agreement herein contained on the part of Mortgagor, the whole sum of money then secured by this mortgage shall, at the option of the holder of said promissory note, become immediately due and this mortgage may thereupon, or at any time during such default, be foreclosed, and filing of a complaint in foreclosure shall be conclusive notice of the due exercise of such option.

E. In the event of foreclosure, the decree may provide that the property therein described be ordered sold en masse, or in separate parcels, at the option of plaintiff in such action.

F. It is hereby agreed, as part of the security of Mortgagee, that if default should be made in payment of the principal of said promissory note, or in payment of any interest thereon when due or in any other payment in this mortgage provided, or in any covenant or agreement herein provided to be performed by Mortgagor, then, and in each such case Mortgagee, without limitation or restriction by any present or future law, shall have the absolute right, upon commencement of any judicial proceeding to enforce any right under this mortgage, including foreclosure thereof, to appointment of a receiver of the property hereby mortgaged and of the revenues, rents, profits and other income thereof, and that said receiver shall have (in addition to such other powers as the court making such appointment may confer), full power to collect all such income and after paying all necessary expenses of such receivership and of operation, maintenance and repair on said property, to apply the balance to payment of any sums then due hereunder.

G. Mortgagor agrees that Mortgagee may at any time, without notice, and without affecting the personal liability of any person for payment of indebtedness hereby secured, or the lien of this mortgage upon the remainder of the mortgaged property for the unpaid portion of said indebtedness, release any part of said mortgaged property from the lien of this mortgage.

H. Every covenant, stipulation, promise and agreement herein shall bind and inure to the benefit of Mortgagor and Mortgagee and their respective successors in interest.

I. In this mortgage, whenever the context so requires, the masculine gender includes the feminine, the singular number includes the plural, and the words "Promissory Note" include all promissory notes or other evidences of indebtedness secured hereby.

Witness the hand.....and seal.....of Mortgagor.

Albert Bamzhaf LS

Grace C. Bamzhaf L.S.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York
STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES, } ss
New York

State of New York, }
County of New York, } ss:

No. 42182 Series B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

Sydue Faud

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 5th day of Feb 1927

William T Collins
Clerk.

Notary Public, New York County
N.Y.Co. Clks.No. 334, Reg.No. 8305
Certificate filed in Kings Co.
Kings Co.Clks.No. 123,Reg.No. 3198
Commission expires March 30, 1928

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York
STATE OF CALIFORNIA, }
COUNTY OF LOS-ANGELES. } ss.
New York

On this 2nd day of February, 1927, before me,

Sydney Franks, a Notary Public in and for said

personally appeared Albert H. T. Banghart and Grace C. Banghart

known to me to be the person S whose name S are subscribed

to the foregoing instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Sydney Franks
Notary Public in and for the County of Los-Angeles, State of California.
New York, New York.

Notary Public, New York County
N.Y.Co. Clks.No. 234, Reg.No. 4858
Certificate filed in Kings Co.
Kings Co.Clks.No. 125,Reg.No. 3198
Commission expires March 30, 1928

January 12th 1927.

Commissioner of Internal Revenue,

Washington, D. C.

Sir:

Relative to the Offer in Compromise made by me on behalf of D.E.G. Corporation, now dissolved and formerly of #150 West 48nd Street, New York City, I beg to advise that in order to save the great expense of digging out old records in connection with the Offer in Compromise made by me for the year 1919 in settlement of a Tax for $167.98 outstanding against said Company, we will waive the request for compromise and pay the balance thereon due, after you have deducted the amount already paid by us on account thereof.

Will you therefore kindly advise me as to the amount already paid and we will send a check for the balance.

Very truly yours,

AHT3:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM ARCHIVE

January 19, 1927.

Milgus Realty Co.,
1470 Broadway,
New York, N. Y.

Gentlemen:

Should we decide to sub-let the remaining offices of the suite we now lease from the Longacre Improvement Corporation, we hereby give you the option of first choice in renting same.

Very truly yours,

D. W. Griffith, Inc.

Vice-President

ACG/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH COMMERCIAL CABLES

TELEGRAM

Fast Telegram
Day Letter
Night Telegram
Night Letter

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

JANUARY 20 1927

JOSEPH SCHENCK
PICKFORD FAIRBANKS STUDIO
HOLLYWOOD CALIFORNIA

CLIENT DETERMINED TO DEVELOP INDEPENDENT UNIT TO MAKE FROM FOUR TO EIGHT PICTURES PER YEAR UNDER HIS SUPERVISION AS HE SUGGESTED TO YOU AT COAST HE BELIEVING HIS CHIEF VALUE IS IN DEVELOPING UNIT AFTER STYLE OF HIS OLD FINE ARTS COMPANY OUT OF WHICH CAME MOST VALUABLE STARS AND DIRECTORS IN BUSINESS STOP AS IN TALKS WITH YOU THESE PICTURES TO BE THE USUAL FIRST CLASS PROGRAM PICTURES AS CLIENT MOST ANXIOUS TO LAY FOUNDATION FOR REAL AND PERMANENT MONEYMAKING FUTURE WHICH HE DOES NOT BELIEVE POSSIBLE IN DOING JUST ONLY HIS OWN pictures PICTURES AS IT LEAVES HIM NO OPPORTUNITY TO DEVELOP STARS AND DIRECTORS ~~HE~~ WILL ALSO ~~[illegible]~~ DIRECT ONE OR TWO A YEAR PERSONALLY STOP ~~CLIENT~~ CONTRACT SUBMITTED BY HAYPACK DOES NOT COVER INDEPENDENT UNIT ~~[illegible]~~ CLIENT AWAITING FURTHER ADVICES FROM YOU REGARDS

BANZHAF

Besides

charge Banzhaf 130 W 42nd

January 20, 1927.

Mr. Percy G. Miroslaff,
Chatham, N. J.

Dear Sir,

I am returning herewith the letter and material for Miss Dorothy Gish sent in care of Mr. Griffith and wish to advise that Miss Dorothy Gish is at present in England, to the best of our knowledge, and has been there for some time past, making productions for the British National Pictures.

If you so desire, you might send the enclosed care of Miss Lillian Gish at the Metro Goldwyn Mayer Studio, Los Angeles, Calif. and I am sure she will be pleased to forward it for you, or hold it pending Miss Dorothy Gish's return from abroad.

Very truly yours,

Secretary to Mr. Griffith.

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Moscow, Russia
January 30th, 1927.

Mr. D. W. Griffith
Hotel Astor,
Broadway, 44th St.,
New York City.

My dear Mr. Griffith:

I am sending this letter to the United States by a friend who is leaving today. How I wish I were leaving with him as I am, indeed, homesick for the country and friends that are so dear to me.

Not long ago I received a letter from Mr. Ashcraft, in which he said you were in good health. I was sincerely glad to hear this as it was good news for me.

I have seen by the different Motion Picture Magazines that you have been working hard on your latest picture, "The Sorrows of Satan", and I hope it will have the success of all your others.

All the pictures that you have produced since I left New York I have missed as though they were my own, and I hope that some day I may have the chance to see them all.

I have heard slight rumours that you will again organize your own production company and release through The United Artists. If this is true, I want to congratulate you and some day I hope to congratulate you personally.

Now, Mr. Griffith, I want to ask of you a great favor. I am preparing for print, a booklet about you and your productions. I am handicapped however, by insufficient material about your later productions. I would greatly appreciate it if you would furnish me with all information concerning your life and your work and also, if possible to send me a few photographs of yourself and a few snapshots of scenes from your various pictures. If you would kindly do this for me I would be very much obliged to you.

I am working hard, as always and in fairly good health, but I miss the work with you and am looking forward to the time when I may be back working in the United States again.

Please remember me to Miss Dempster and Mr. Gray.

With kindest regards and best wishes, I am,

Most sincerely yours,

A. Danashevsky

A. Danashevsky
6 Chiste Street,
Apt., 8,
Moscow, Russia.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Phone Stuyv 0935-3

PERCY HUTCHISON
AND
M. BARRY O'BRIEN
PRESENT

"SUN-UP"
NOW AT
VAUDEVILLE
AND
LYRIC THEATRES
LONDON

Lucille La Verne 1/21/927

Business Manager JACK LANDON 129 W. 17-St.

My dear Mr Griffith

I came out to Calif.
I wonder if you could find
a place for me on your lot?

Would leave matter of salary
entirely up to you. You
put me in the Moving Picture
Map and I owe you a great
deal — Just let me keep
up to the standard you
set for me and I'll be satisfied!

When there is no part for me I would like to be your Asst Assistant — I am really serious Mr Griffith — I want to study directing under You

Am anxious to make a picture, I have in mind, that I hope will bring about a better understanding between the English speaking Nations of the World —

Earnestly Yours

Lucille La Verne

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AN ANSWER IS EXPECTED

WESTERN UNION

SYMBOLS

DLR	Day Letter
NM	Night Message
NL	Night Letter
LCO	Ordered
VLT	Cable Letter
WLT	Week End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

...tion on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

...VSD 67 E EXTRA NITE COUNT QNS HOLLYWOOD CALIF 22 1927 JAN 22 PM 9 40

D W GRIFFITH. X 238

729 SEVENTH AVE NEWYORK NY.

XB2

HOLLYWOOD FILM GUILD WANTS "INTOLERANCE" FOR REVIVAL SHOWING IS IT POSSIBLE TO GET IT FOR EARLY DATE ANSWER M W JORZ CARE HOLLYWOOD CITIZEN.

M W JORZ BUSINESS MANAGER.

Regrets

January 22nd, 1927.

The First National Bank and Trust Co. of Mamaroneck,
Mamaroneck,
New York.

Gentlemen: Attention of Mr. H.P.Brewer.

In accordance with arrangements made on January 20th, 1927, we are enclosing herewith our check in the amount of $3,500.00 which is payment on account of our note which matures on January 25th in the amount of $21,500.00.

We are also enclosing herewith our renewal note for the balance, i.e. $18,000.00.

Will you kindly return the cancelled note at your convenience.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

KS

By

OFFICE OF
BEULAH LIVINGSTONE
Director Editorial Dept.

Joseph M. Schenck
Motion Picture
Enterprises
729 SEVENTH AVENUE

TELEPHONE BRYANT 7200
CABLE ADDRESS "SCHMATEL"

New York January 24th, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:

Mr. Schenck has asked this office to be on the lookout for stories for you. We have several suggestions which you may find interesting on file.

I wonder if you could let me see you for a few moments before your return to the coast, so that I might learn what type of story you contemplate using? I should be glad to make such an appointment any time you may find convenient.

Yours very sincerely,

Lea V. Bauer

LVB:IDH

January 24, 1927.

Mr. Ollie Latimer,
La Grange, Ky.

Dear Sir,

Enclosed herewith you will find Mr. Griffith's check in the amount of $56.96 in payment of 1926 taxes on Mr. Griffith's La Grange house, as per your letter of Jan. 6th to Miss Ruth Griffith.

Will you kindly acknowledge receipt of the enclosed check to me at the above address.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
M OF MODERN ART FILM LIBRARY

January 24, 1927.

Mr. H. Ray Goffman,
Manufacturers Trust Co.,
43rd St. & 5th Ave.,
New York, N. Y.

Dear Mr. Goffman,

Enclosed herewith you will find Mr. Griffith's check in the amount of $500 to apply on the G. & H. Pictures Corp. note. Will you kindly acknowledge receipt of same for our records.

Will you also kindly send over a new note so that I can have it signed and endorsed.

Thanking you,

Very truly yours,

Secretary to Mr. Griffith.

MUSEUM OF MODERN ART FILM LIBRARY

January 24, 1927.

Mrs. William R. Hearst,
127 Riverside Drive,
New York, N. Y.

Dear Madam,

Enclosed herewith you will find Mr. Griffith's check in the amount of $150 for a box at the Milk Fund Benefit to be held January 30th at the Metropolitan.

At your convenience, will you kindly send the tickets to me at our office, 1476 Broadway, New York City, as it is very possible that Mr. Griffith may attend the performance.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

FIRST NATIONAL PICTURES, INC.
383 MADISON AVENUE
NEW YORK

January 25, 1927.

Motion Picture Producers and
Distributors of America, Inc.,
469 Fifth Avenue,
New York City.

Gentlemen:

This is to notify you that on January 24, 1927 we purchased from A. H. Woods the world-wide motion picture rights in perpetuity in and to "The Miracle" (book by Karl Vollmoeller, music by Engelbert Humperdinck, produced by Max Reinhardt). We have made a substantial down-payment and although the responsibility rests upon Mr. Woods to clear up any possible cloud that there may be on this title, we are promptly notifying you of our purchase with the request that you notify other companies so that we may be protected in the expense we have already gone to, both by reason of our purchase and by reason of other work done toward placing this work in motion pictures.

Very truly yours,

FIRST NATIONAL PICTURES, INC.

By (Signed) HUGH McCOLLUM

January 25th 1927.

State Tax Department,

Albany, New York. Division 44-87115.

Gentlemen:

Referring to yours of the 17th inst. addressed to Mr. David W. Griffith, I wish to advise that Mr. Griffith filed a return for the Taxable Year 1926 and gave as his address 1476 Broadway, New York City. Together with said return a check for the amount of $221.70 was sent you which check was signed by Mr. Griffith. The return voucher bears your serial number 610468.

Respectfully,

R:CDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Charges to the account of Antistatic D. W. Griffith, Inc. $

Form 1201 A

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

CLASS OF SERVICE DESIRED	
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	CABLE LETTER
NIGHT LETTER	WEEK END LETTER

NO. CASH OR CHG.

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Day Letter

Jan. 26, 1927

Mr. H. W. Joys
c/o Hollywood Citizen
Hollywood, Calif.

Regret owing to foot print Intolerance tied up at present cannot promise for revival stop Will be pleased discuss matter further when I arrive California Later Regards

D. W. Griffith

Form 1201 B

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

1927 JAN 26 PM 6 5

1450 BROADWAY
PENNA 0540-3

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SB413 202 BLUE 1/70 HOLLYWOOD CALIF 26 206P

1927 JAN 26 PM 6 21

A H T BANZHAF.
130 WEST 42 ST NEWYORK NY.

$140

I HAVE A SINCERE AFFECTION FOR YOUR CLIENT AND HAVE GREAT CONFIDENCE IN HIM STOP IF HE FELT HE COULD HAVE UNLIMITED CONFIDENCE IN ME AND PUT HIS AFFAIRS ENTIRELY IN MY HANDS I AM SURE EVENTUALLY IN FACT IN VERY NEAR FUTURE I COULD WORK OUT A PROPOSITION THAT WOULD BE VERY SUITABLE AND VERY DESIRABLE ALONG THE VERY LINES THAT HE WANTS STOP IT CANNOT BE DONE AT

Class of Service

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1927 JAN 26 PM 6 21

SB413 2/87

ONCE STOP AT PRESENT HE WOULD HAVE TO ACCEPT MY OFFER AS MADE I CANNOT NOR DO I BLAME HIM FOR CHOOSING TO DO WHAT IS BEST FOR HIMSELF THE ONLY QUESTION IN MY MIND IS WHETHER HE IS SELECTING THE BEST FOR HIMSELF I DOUBT IT AND THEREFORE AM CONCERNED BUT IF HIS MIND IS MADE UP TO DO THE OTHER DO NOT TRY TO DISSUADE HIM BY TELLING HIM THAT I DOUBT WHETHER HE IS SELECTING THE RIGHT ROAD AS IT WILL ONLY MAKE HIM

Class of Service

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS

BLUE Day Letter
NITE Night Message
NL Night Letter
LCO Deferred
CLT Cable Letter
WLT Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

Form 1201 S

SB413 3/45

1927 JAN 26 PM 6 21

UNHAPPY AND IN THE END HE WILL DO JUST WHAT HE HAS MADE UP HIS MIND TO DO I WANT YOU TO KNOW THAT I APPRECIATE YOUR CONFIDENCE IN ME AND THE EFFORTS YOU HAVE ALWAYS MADE IN BEHALF OF THE UNITED ARTISTS BEST REGARDS.

JOSEPH M SCHENCK.

POSTAL TELEGRAM COMMERCIAL CABLES

TELEGRAM

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to. Form 2

Joseph Schenck
Pickford Fairbanks Studio, Hollywood, Calif

Confidentially Clients heart is with your
ura & should but he deeply feels that his
~~feet~~ great value is in developing through
a producing unite future stars and
direction that will become individually
as valuable as himself and in which value
he wants to participate as part owner of
such a producing unite as he did with
the old Fine Arts stop If you can work
out something along this line I know

POSTAL TELEGRAM - COMMERCIAL CABLES

TELEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to. Form 2

that he would tie up with you
in such an organization for life
as he continually talks of your
character ability and personality
as are destined to be at the
top in this industry stop I still
firmly believe that you two should
be together and that is my great hope
Kindest regards

Sincerely yours

Charles Albert Baughof

(R.H.) c 1/28/27

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

716 W. Sixth Street.,
Santa Ana, Calif.

Dear Mr. Banzhaf;

Yous have always been so courteous and nice in helping me, I think it is about time I ask a favor in order that you can keep in practice.

Will you please see that uncle David gets the enclosed letter? It is very important, as it is a call for money. Ordinarilly our allowance is sufficient but we have had extra Dentist's and Doctors bills, then taxes and insurance are heavier, and in addition we had to have $200 worth of repair work done on the house. We really need the money quite badly, but I hate to bother him with details so have merely suggested that he send Auntie a surprise check of $100, and am writing you the details in case he should care for them.

Uncle David is so good about doing things, but is so busy I expect this will slip his mind, so will trust you to handle it for him, and for me. I have put off writing as long as possible, but now that I am at it I feel as if we were having a nice little chat together, prior to a good old fashioned chicken dinner some where, we were so sorry not to be able to have you both out when you were here.

Thank you for the interest I am sure you will give this matter, and best regards to you and Mrs. Banzhaf.

Yours sincerely,

"Little" Ruth

Somerset, Kentucky
January 26, 1927

Mr. Jim Tully
Pictorial Review
New York City

Dear Jim:

Your current articles in the Pictorial Review are very interesting---even if Charlie doesn't appreciate them---and I always buy other magazines, if I know you have a story in them. In fact, due to your somewhat colorful past, I have taken a keen delight in watching Jim Tully come to the front under adverse circumstances. Therefore it was with real regret that I read today, in the November issue of Vanity Fair, your critique on D.W. Griffith, not so much on account of what you said, or what you didn't say, but more because I had been consistently boosting a man who has turned out to be only another foul ball---I'm referring to your lack of judgment; not your literary ability.

I haven't the article here with me so I can't quote verbatim but you started your fireworks by damning Griffith because he was unfortunate enough to hail from Kentucky, all of whose citizens were filled (you said) with that mellow sentimentality which you so vitriolically described. Now Jim, aren't you taking in a helluva lot of territory, when you indict all the people of a great commonwealth, just because you don't admire Mr. Griffith?

You further expatiate on the statement that Kentucky has never produced a real artist. Of course, I have no way of knowing just what you include or exclude by the term "artist" but I wonder if, perchance, you ever heard of W.C.P. Breckinridge, sometimes known as the "silver tongued orator." If not, page Madeline Pollard. Then there was another Breckinridge---John Cabell by name---but we won't bother with him as he was only Vice-President of the United States. There were a few other nonentities such as Henry Clay, Jefferson Davis, and Abraham Lincoln, who in their own dumb, "mellow", "sentimental" way were "artists" of a sort.

You make it clear that the fact that Griffith was dramatic critic on the Louisville Courier-Journal was no indication of his "mentality" by any means. And yet, Jim, the old Courier-Journal is certainly national in its scope: I think you will find the editorials of it and the Springfield Republican quoted in the Literary Digest about as often as any others. I might remind you that Marse Henry Watterson (another artist, by the way, and you will find his portrait in the halls of Congress) was at the helm of the Courier at that time, during which he was known as the "Dean of American Journalism" and he was never noted for employing inefficient assistants. Furthermore, even Marse Henry managed to fool the judges into awarding him the Pulitizer prize for editorial ability.

And when all is said and done, regardless of what you or I may think of him, we can't very well refute the fact that Griffith has at least "arrived" in his chosen field. And no well informed person can deny that D.W. Griffith has been the same kind of pioneer to the movies that Daniel Boone was to the "dark and bloody ground." More sentiment, Jim.

Don't forget that the fetish of this country is the great god Success, and so long as you attain it the public doesn't give a damn about the whyfores and whereases. The main thing is to have it and if D.W. hasn't been successful with his work, please tell me who has. By innuendo, you cast doubts as to whether he deserves the credit for such innovations as the "fade-out", etc. Still, you

January 24, 1927.

Mr. M. May Coffman,
Manufacturers Trust Company,
43rd St & 5th Ave.,
New York, N. Y.

Dear Mr. Coffman,

I wonder if you would mind sending me a written acknowledgment of the check for $500, dated Jan. 15th, which was handed to you by Mr. Grey on account of the C. & H. Pictures Corporation note. This was Mr. Griffith's personal check, as you will recall, and as we make the entry on our records from your written acknowledgment I would appreciate having such a letter.

Thanking you, I am

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 27th, 1917.

The Manhattan Storage and Warehouse Co.,
62nd St. and Seventh Ave.,
New York City.

Gentlemen:

This letter will serve to authorise you to allow our Mr. Jack Sherman, whose signature appears below, access to our vault # 6 # 15.

This authority is to remain permanent, therefor will you kindly make this a permanent part of your record.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By

KS. Auditor.

13.

Manufacturers Trust Company

513 Fifth Avenue corner 43rd Street
New York, N.Y.

January 27, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

As requested in your communication of January 26, we wish to state for your records that we received on the fifteenth of this month your check amounting to $500. to apply on the indebtedness of the G. & H. Pictures Corporation. We also received a similar check on January 24.

We are enclosing a new note which please have signed and returned at your earliest convenience.

Very truly yours,

M. Ray Coffman
Assistant Secretary.

Enclosure

12/31/26

ATTORNEYS & COUNSELLORS AT LAW
DENNIS T. O'BRIEN
M. L. HALSEY-HART
ARTHUR F. DRISCOLL
RICHARD J. HARGET
ARTHUR H. WELSH
EDWARD C. RAFFERTY
BENJAMIN PEPPER
LELAND T. ATHERTON
EDWARD J. CLARKE
CHARLES H. BERRY

LAW OFFICES
TIMES SQUARE
NEW YORK CITY

179

IN RE GRIFFITH v. JOLSON

January 28, 1927

Mr. Albert H. T. Banshaf
Banshaf & Pembleton
130 West 42 Street
New York City

Dear Mr. Banshaf:

The total amount collected by us in this matter was $3167.90.

I find that we had no express agreement with Mr. Griffith as to how we should handle this matter. On August 26, 1925, Mr. O'Brien addressed a letter to you asking you to take the matter up with Mr. Griffith and arrange for a reasonable retainer.

It seems to me that the fairest way to handle the matter is that we shall deduct one-third as compensation. Our disbursements have been $77.05. After deducting that, the amount left for division is $3090.85. We are enclosing check to the order of D. W. Griffith Inc. in the sum of $2060.57, and have retained as fee $1030.28.

We are enclosing a check to your order for one-third of the fee, or $343.42.

With kindest personal regards, I remain

Sincerely yours,

Arthur F. Driscoll.

AFD*EC

PATHÉ EXCHANGE, INC.
EXECUTIVE OFFICES
25 WEST 45TH STREET
NEW YORK

January 26, 1927.

Mr. Albert H. Banshaf,
Bush Terminal Building,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf,

I enclose herewith draft of the proposed contract between the producing corporation and Mr. D. W. Griffith. I have tentatively called the proposed corporation Grifthco Productions, Inc., which, of course, is merely a suggestion and subject to change.

I will be glad to discuss the contract with you at your convenience.

Very truly yours,
PATHE EXCHANGE, INC.
Lewis Innerarity
SECRETARY.

Lewis Innerarity-DG
Enclosure.

TRADE MARK

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

FOUNDERS

B. F. KEITH EDWARD F. ALBEE A. PAUL KEITH E. F. HOUTON

B. F. KEITH - ALBEE VAUDEVILLE EXCHANGE

TELEPHONE BRYANT 8710

EDWARD F. ALBEE, PRESIDENT
J. J. MURDOCK, GENERAL MANAGER

CABLE ADDRESS "HOOMKEITH"

PALACE THEATRE BUILDING
1564 BROADWAY
NEW YORK CITY

January 29,1927

Mr. D. W. Griffith,
Hotel Astor,
New York, N.Y.

My dear Mr. Griffith:

Mr.Murdock called you Friday afternoon at your hotel and was not able to reach you. Since then I have, at Mr. Murdock's request, called several times. My object in calling you is to arrange an appointment with you next Wednesday for Mr. Chic Sales.

Will you kindly give me a ring on Bryant 8710, and let me know what time Wednesday will be convient for you so that I can notify Mr. Sales.

Very truly yours,

E. Thompson

Assistant to Mr. J.J.Murdock

LET:dw

January 20th, 1927.

Mr. P.A.Powers,
733 Seventh Ave.,
New York City.

Dear Sir,

We are enclosing herewith our check in the amount of $556.67, which is in full payment of our note which matures on Feb. 1st, 1927.

In view of the completion of this transaction, will you be kind enough to return to us all of the papers in connection with this transaction, including the cancelled notes.

Kindly be assured of our appreciation in this.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

KS. Auditor.

January 31, 1927.

Miss Ruth Griffith,
718 West Sixth St.,
Santa Ana, Calif.

Dear Madam,

Mr. Griffith has instructed us to forward the enclosed check of $100, in addition to your regular monthly check, as a little remembrance from him.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 31, 1927

Messrs. O'Brien, Malevinsky & Driscoll,
[illegible] East 42nd St.,
New York, N.Y.

Attention Mr. Driscoll.

Gentlemen,

I beg to acknowledge receipt of your favor of January 28th enclosing check to the order of the Griffith Company for $5,000.57, in full settlement of the Griffith vs Jolson case.

Also wish to acknowledge your check to my order for $643.42 for one/third attorney's fees in connection with the above.

Thanking you for your courtesy in this matter, and with kind regards, I remain

AHTB LM

Yours very truly,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

213

ART CINEMA CORPORATION

- with -

D. W. GRIFFITH

- - -

A G R E E M E N T

- - -

Dated, January 1927.

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
350 MADISON AVENUE NEW YORK

A G R E E M E N T, Made this day of January, 1927, between ART CINEMA CORPORATION, a Delaware Corporation, hereinafter called the "Producer", party of the first part, and D. W. GRIFFITH, hereinafter called the "Director", party of the second part,

W I T N E S S E T H:

WHEREAS, the Producer is desirous of engaging the services of the Director for the period and upon the terms and conditions hereinafter set forth; and

WHEREAS, the Director is desirous of rendering the said services upon said terms and conditions;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties have agreed and do hereby agree as follows:

FIRST: The Producer hereby engages and employs the Director to direct three (3) consecutive motion picture photoplays and to render such services in connection therewith as are in this agreement provided, in the manner and subject to the conditions hereinafter set forth, and the Director hereby accepts such engagement and employment. The obligations of the Producer hereunder are subject to the express condition that all duties, obligations and agreements assumed and entered into by the Director shall

be fully performed and kept by him and the Director agrees to perform all of the conditions, obligations and agreements herein set forth.

SECOND: Subject at all times to the control of the Producer, the Director shall take complete charge of the production of each of said photoplays; and subject to the approval of the Producer the Director shall make the selection of suitable stories, literary compositions or other works upon which such photoplays shall be based, select the cast, employ such persons as may be necessary in and about the production of each such photoplay, prepare or supervise the preparation of a scenario or continuity for each said photoplay, and supervise the filming, titling, editing and cutting of each of said photoplays and the negatives thereof, and render any and all such other service in connection with each of said photoplays as may be necessary in order that same may be completed as the term "completion" is hereinafter defined. The Director shall keep the Producer or such officer or representative as the Producer may designate for such purpose, fully informed as to his plans in the production of each such photoplay. It is agreed that if any difference of opinion shall exist between the Director and the Producer or such representative of the Producer, as aforesaid, the opinion of recommendation of the Producer or such authorized representative of the Producer shall prevail as to any matter or thing to be done, and further, any-

thing in this agreement to the contrary notwithstanding, should the Producer so elect, the Producer may give to the Director such instructions regarding any or all of the matters herein referred to as the Producer may deem advisable and in such case or cases the Director agrees faithfully and diligently to carry out such instructions to the best of his ability.

THIRD: The period of this agreement shall commence on the day of , 1927, or upon such earlier date as the parties shall mutually agree upon, and shall continue until the completion of the three (3) pictures herein provided for. Upon the commencement of employment hereunder the Director shall report to the Producer at its office in the Pickford-Fairbanks Studio, Los Angeles, California, or such other place as the Producer may hereafter direct in writing, and the Director agrees to render the services hereunder wherever required by the Producer, either in the State of California or elsewhere.

In the event that the Director's services shall be required outside of a radius of fifteen (15) miles from the City of Los Angeles, California, the Producer agrees to furnish the Director with first-class transportation to such locations and return, reasonable travelling expenses and reasonable hotel expenses at such locations.

FOURTH: The Director agrees that throughout the term hereof he will render the services herein provided sole-

ly and exclusively for and as requested or directed by the Producer, or the Producer's designated representative, in and about the business of the production of the motion pictures contemplated by these presents, and the Director further agrees that he will be present, ready for work at 9:00 A. M. each day, during which he shall be required to render services at the studio location or other place or places at which his services may be required, and he further agrees promptly and faithfully to comply with the reasonable directions, requests, rules and regulations made by or on behalf of the Producer in connection with the production of motion pictures, as aforesaid. The Director agrees to use his best efforts, skill and ability in performing the services herein contemplated and agrees to render such services conscientiously and in accordance with orders and directions of the Producer or its designated representative at all times, and that he will perform and render such services wherever required or directed by the Producer or its designated representative. In the event that the services of the Director shall be required at times other than the usual working hours, the Director agrees to render his services at all such times but due allowance shall be made on the following day so as to give the Director a reasonable time within which to rest.

FIFTH: IT IS EXPRESSLY COVENANTED AND AGREED, as a condition of this agreement, that the Director will work

for and devote his time, skill, attention and energy to the Producer solely and exclusively, and that he will not, during the term of his employment herein provided, render services of any character or description whatsoever, as Producer, Director or otherwise, or perform any work, gratuitously or otherwise, in public or private, for or in any motion picture production or productions, art or business other than the motion pictures contemplated by these presents, nor for any person, firm or corporation other than the Producer, nor shall the Director engage in any other occupation, on the stage or otherwise, without the written consent of the Producer first had and obtained. The Director agrees that he will neither consent to nor permit any person, firm or corporation, other than the Producer, to advertise, announce or make known, directly or indirectly, by paid advertisements, press notices or otherwise, that he has contracted to do or perform any act or service contrary to or in comflict with the terms of this agreement.

SIXTH: The Producer shall have the exclusive and complete control, right, title and property and the right of copyright in and to the motion pictures produced pursuant to this agreement, and all parts thereof, as well as all properties connected therewith, to the fullest extent without limitation or restriction of any character whatsoever.

SEVENTH: The Director hereby grants to the Producer, during the term hereof, and thereafter perpetually with respect to the photoplays produced pursuant to this agreement, the right to make use of his name, (viz:) D. W. GRIFFITH, for advertising, commercial or publicity purposes, and the Director further agrees that he will at no time during the period of this agreement grant the right to, authorize or permit any person, firm or corporation other than the Producer to make use of his name for advertising, commercial or publicity purposes, it being understood, however, that similar rights have heretofore been granted by the Director in connection with photoplays heretofore produced which have been directed by the Director.

EIGHTH: It is understood and agreed by and between the parties hereto that the services to be rendered by the Director under the terms hereof, and the rights and privileges herein granted to the Producer by the Director are of a special, unique, unusual, extraordinary and intellectual character which give them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by the Director of any provisions contained in this agreement will cause the Producer irreparable injury and damage. The Director hereby expressly agrees and consents that the Producer shall be entitled to injunctive and other equitable relief to prevent a breach of this agreement by the Director. The provisions of this Article, however, shall not be construed as a waiver

of any other rights that the Producer may have in the premises for damages or otherwise.

NINTH: It is intended that the "cost of production" of each photoplay, as hereinafter defined, shall not exceed the sum of Three hundred fifty thousand ($350,000.00) Dollars inclusive of the weekly salary of the Director hereinafter provided for (but not including the Director's participation of profits hereinafter referred to). In the event that such cost of production of any photoplay produced in accordance with these presents shall exceed said sum of Three hundred fifty thousand ($350,000.00) Dollars, and if such photoplay shall have been produced substantially under the charge of the Director, the Producer not having exercised its right to take charge of such production, which right is referred to in Article SECOND hereof, then and in such event the Producer shall have the right at its option to terminate and cancel this agreement forthwith, such cancellation and termination to be effected by the Producer serving upon the Director personally or by registered mail a notice that it has elected so to terminate or cancel said agreement.

TENTH: The Director shall receive a salary of Four thousand ($4,000.00) Dollars per week during the period of this agreement provided, however, that if the production of the first photoplay to be produced pursuant to the terms hereof shall not have been completed within seventeen (17)

weeks after the commencement of the term hereof, the Director shall receive no further salary after the termination of such seventeen (17) week period until the completion of such first photoplay, and provided further that said weekly compensation shall become payable and be paid to the Director with respect to the second photoplay contemplated by these presents immediately upon the completion of such first photoplay and shall continue thereafter until its completion but not exceeding a period of seventeen (17) weeks, so that if the production of such second photoplay shall not be completed within seventeen (17) weeks after the completion of the first photoplay, the Director shall receive no further salary after the termination of such seventeen (17) week period and until the completion of such second photoplay; and provided, further, that such weekly compensation shall become payable and be paid to the Director with respect to the third photoplay contemplated by these presents immediately upon the completion of such second photoplay and shall continue thereafter until its completion but not exceeding a period of seventeen (17) weeks so that if the production of said third photoplay shall not be completed within seventeen weeks (17) weeks after the completion of the second photoplay, the Director shall receive no further compensation after the termination of such seventeen (17) week period and until the completion of said third photoplay. In the event that any such photoplay is not

completed within the seventeen (17) week period applicable to such photoplay, as above provided, the Director agrees to complete said photoplay without further compensation. The intention of the parties is that the first of the photoplays contemplated by these presents shall be completed within seventeen (17) weeks after the commencement of the period hereof, and that each succeeding photoplay shall be completed within seventeen (17) weeks after the completion of the preceding photoplay so that the weekly salary payable to the Director pursuant hereto shall in no event be payable for more than seventeen (17) weeks with respect to each picture, and fifty-one (51) weeks with respect to said three pictures, and that should any of said three pictures take longer than seventeen (17) weeks, the Director will render services from the date of the expiration of the seventeen (17) week period applicable to such picture until its completion without receiving said weekly compensation.

As further compensation for the services to be performed by the Director hereunder, the Director shall receive from the proceeds of each such photoplay the following additional compensation to be arrived at in the following manner:

From the gross proceeds derived by the Producer from the distribution, marketing or other exploitation of said photoplay

(a) Out of the first proceeds so derived by the Producer, the Producer shall first retain for itself so much of said proceeds as will re-

imburse the Producer for the cost of production of said photoplay as "cost of production" is hereinafter defined, with interest thereon at the rate of six (6%) per cent per annum from the respective dates on which such moneys constituting the cost of production have been advanced by the Producer, until the respective dates of repayment thereof to the Producer;

(b) Out of the next proceeds so derived by the Producer, the Producer shall then pay to the Director twenty-five (25%) per cent of such proceeds and shall retain for itself the remaining seventy-five (75%) per cent thereof until the portion so retained by the Producer shall equal fifty (50%) per cent of the cost of production, as hereinafter defined.

(c) Out of the next proceeds so derived by the Producer, the Producer shall then pay to the Director fifty (50%) per cent of all such proceeds and shall retain for itself the remaining fifty (50%)per cent thereof.

Anything herein to the contrary notwithstanding, it is agreed:

1st. That the Director shall receive such additional compensation as is hereinabove in subdivisions (b) and (c) provided for a period of eight (8) years from the first American release date of such respective pictures, but that thereafter all rights of any and every character in and to such picture and the proceeds thereof shall vest in and belong absolutely to the Producer; and

2nd. In the event that after the completion of any such photoplay it shall become necessary to advance moneys in connection with the distribution, exhibition or other exploitation of said photoplay for print replacement, additional prints, reissues of picture, retitling or for any other purpose whatsoever, all said moneys shall be advanced by the Producer but shall be recouped by the Producer with interest at the rate of six (6%) per cent per annum from the date of the respective advances to the respective repayment dates out of the proceeds derived by the Producer from said picture after such advances have been made and before any further proceeds shall be subject to distribution between the parties hereto, as hereinabove provided; that is to say, that any moneys so advanced by the

Producer after the completion of any such photoplay shall be recouped by the Producer with interest as aforesaid out of the first moneys available for such recoupment derived by the Producer from the distribution, exhibition or other exploitation of said photoplay, and until such recoupment by the Producer the Director shall receive no part of any further proceeds derived from said picture, but after such recoupment it is understood that the Director shall participate in all moneys thereafter derived by the Producer according to the provisions hereinabove in subdivisions (b) and (c) provided.

Each such photoplay shall be deemed to have been completed, for purposes of this contract, when the United States negative is assembled and ready for the printing of positive prints to be exhibited in the United States of America.

Cost of production, as defined in this agreement, shall consist, with respect to each such photoplay, of the following items:

1. The purchase price of the motion picture rights in the work upon which said photoplay shall be based.

2. The cost of the preparation of the scenario, continuity and script, and the cost of the editing and art titling of said photoplay.

3. The compensation of Four thousand ($4,000.00) Dollars per week for not more than seventeen (17) weeks payable to the Director, as hereinbefore provided.

4. The salaries of all members of the cast and persons employed in the production of said photoplay.

5. The cost of the positive prints to be used in the exhibition of said photoplay.

6. All premiums for life, fire, theft, accident or other form of insurance taken out by

the Producer for its benefit and protection, and the Director in this connection agrees to assist the Producer in obtaining such life, accident or other insurance as the Producer may require.

7. All reasonable overhead of the Producer.

8. All exploitation, advertisement expenses incurred or paid by the Producer in connection with said photoplay.

9. Interest charges or moneys paid for loans if not made by the Producer in connection with the financing of said photoplay.

10. All items (other than the items enumerated in the preceding subdivisions 1 to 9 inclusive of this Article) customarily considered in the motion picture industry as properly chargeable against the cost of production of a motion picture.

ELEVENTH: The Producer shall keep true and accurate accounts of all moneys expended or obligations incurred, as well as all proceeds derived by it in or from the production, marketing, distribution or other exploitation of each of said photoplays, and shall keep its books and records open to the inspection of the Director, or his duly authorized representative, during all reasonable hours of the business day, and the Producer further agrees to preserve its books of accounts, vouchers and all other records relating thereto, for a period of at least ten (10) years from the date hereof.

TWELFTH: The Producer shall, within forty-five (45) days after the expiration of each calendar month, commencing with the date of the first American release of each such photoplay, prepare and deliver to the Director a state-

ment in writing with respect to each such photoplay setting forth the proceeds derived by the Producer during said calendar month from the distribution, marketing or other exploitation of such photoplay, and if the Director shall be entitled to a share of such proceeds by reason of the provisions of this agreement, such statement shall be accompanied by a check payable to the order of the Director for the share of such proceeds to which the Director is so entitled.

THIRTEENTH: Each such photoplay shall be advertised and presented as a D. W. GRIFFITH PRODUCTION and the name of said D. W. Griffith shall appear in all advertising matter in connection with such photoplay, as well as on the film of said photoplay itself, and in all billing, with the same general degree of prominence as has been accorded to the name D. W. GRIFFITH in pictures recently directed by the Director.

FOURTEENTH: IT IS UNDERSTOOD AND AGREED that each such photoplay will be marketed, distributed and exploited through United Artists Corporation, its subsidiaries and affiliated companies. It is understood that the proceeds derived by the Producer from the distribution, exhibition, marketing and exhibitation of each of said motion pictures, as hereinbefore referred to, shall mean the proceeds derived by the Producer with respect to each such respective picture from the United Artists Corporation pursuant to the then existing distribution agreement or agreements between the Pro-

ducer and United Artists Corporation covering such respective pictures.

FIFTEENTH: The Director understands and concedes that his continuous and uninterrupted services are vitally necessary to the fulfillment of this contract, that it is of great importance that the motion pictures contemplated by these presents shall be completed as expeditiously as will be consistent with careful and high-class production and without undue and avoidable delay, and that the Producer will suffer great and serious damage and detriment in the event that the Director shall for any reason fail to render such continuous and uninterrupted services in connection with the production of the pictures referred to herein. He further agrees that should he become ill or incapacitated during the course of production of any such photoplay and should such illness or incapacity continue for a period of seven (7) days, the Producer shall have the right at any time thereafter, but before the Director undertakes or offers to undertake the continuance of his services, to engage such other Director as it deems fit for the completion of such photoplay, and to continue the services of such other director until such photoplay shall be completed and in such event the Director hereunder shall receive no compensation during the period of such illness or incapacity or while he is so replaced by such other director. In the event, however, that the Director shall recover from such illness or

incapacity and be ready to continue rendering services hereunder prior to the completion of such photoplay, the Producer reserves the right at its election either to complete the picture with the Director or with the other director who may theretofore have been engaged by the Producer to complete such picture. Should the Director become unable to render services hereunder due to illness or incapacity during production of any photoplay covered by these presents, as aforesaid, the Director shall receive as his share of the proceeds of such photoplay as hereinbefore provided, such proportion of said share as the period during which the Director has worked in the production of said photoplay bears to the total number of weeks consumed in the production thereof from the date of commencement of production until the date of completion. For purposes of this article, the production of a photoplay shall be deemed to have commenced when the weekly compensation hereinabove provided shall commence to be paid to the director with respect to such photoplay.

In the event that such illness or incapacity of the Director shall continue beyond the date of completion of the photoplay during which such illness or incapacity occurred, or in the event that such illness or incapacity of the Director shall continue for a period exceeding twenty (20) days, the Producer, at its option, may cancel and terminate this agreement and the employment of the Director hereunder upon or after such completion of such photoplay,

or upon or after the expiration of such twenty (20) day period, but prior to the recovery of the Director and his notification to the Producer thereof and of his readiness and willingness to continue rendering services hereunder. Should the Producer, however, fail to exercise either of said options so to cancel and terminate the employment of the Director, the Director, upon his recovery, shall not render services to any other person, firm or corporation until the cancellation or termination of this agreement, and the Director agrees that upon his recovery he will notify the Producer in writing that he has recovered and is ready to proceed to render services hereunder, but this agreement shall nevertheless be deemed to have been cancelled and terminated unless within fourteen (14) days after service of such notice by the Director upon the Producer has been made, the Producer shall have served the Director with a written notice stating that it elects to continue this agreement. Should the Producer serve such notice of continuance upon the Director this agreement shall immediately come into full force and effect from the date of the service of such notice, and in such event the number of pictures remaining to be produced and directed under this agreement shall be three (3) pictures less the number theretofore completed, including, however, the picture during which

such incapacity or illness occurred. It is understood that should the Producer serve such notice of continuance upon the Director prior to the completion of the photoplay during which such illness or incapacity occurred, the option to the Producer hereinabove in this Article provided to complete the picture with some other director selected by it shall nevertheless remain in full force and effect so that the weekly compensation payable to the Director as in this agreement provided shall in such case commence immediately after the completion of such photoplay unless the Director shall be required by the Producer to complete such photoplay upon his recovery, in which case the weekly compensation payable to the Director shall commence upon such resumption by the Director of his duties hereunder.

In the event of such illness or incapacity of the Director during the production of any such picture, the Producer reserves the right either to give credit to the Director as in Article THIRTEENTH hereof provided or not at the Producer's election, and the Director expressly consents thereto.

SIXTEENTH: Whereas certain shares of stock of United Artists Corporation owned of record by the Director, or the corporation in which he is substantially interested, is now being held in escrow subject to certain terms and conditions, it is agreed that this agreement shall not come into full force and effect until said escrow arrange-

ment is modified so as to specifically provide as follows:

(1) Upon the delivery to United Artists Corporation of five motion pictures produced by D.W. Griffith under a satisfactory distribution agreement with United Artists Corporation, said stock so held in escrow shall be released and delivered by United Artists Corporation or by the escrow holder to the record owner of such stock.

(2) The pictures produced pursuant to this agreement shall be considered as part of said five pictures referred to in sub-division (1).

(3) In the event of the illness or incapacity of the Director during the production of any of the pictures referred to in sub-division (2), the picture during which such illness or incapacity occurred, shall be deemed as one of the five pictures referred to in sub-division (1), provided that the Director has actually rendered at least eight (8) weeks service under this agreement in connection with such picture, but if the Director has rendered less than eight (8) weeks of such service, then such picture shall not be included as one of the five pictures referred to in sub-division (1).

The agreement referred to in this Article shall be substantially in the form hereto annexed as Exhibit "A".

SEVENTEENTH: All notices to be served or given by one party to the other hereunder, and all exercises of option referred to in this agreement, and all notifications of whatsoever character as well as all approvals referred to in this agreement shall be in writing and shall be served by the one party to the other either personally (and in the case of service upon the Producer personally, service upon any officer or director of the producer, shall be deemed personal service on the producer), or shall be sent by registered mail, addressed to the adressee at the following respective adddresses: If the addressee

is the Producer, the notice shall be addressed to Art Cinema Corporation, c/o Mesgnes, Nayfack & Waldheim, 350 Madison Avenue, New York City; if the addressee is the Director, the notice shall be addressed to the Director, c/o Albert Banshaf, 130 West 42 Street, New York City, or such other address as may be furnished by the one party to the other in writing from time to time.

EIGHTEENTH: No waiver by the Producer of any breach of any covenant or provision of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or provision.

NINETEENTH: This agreement being entered into in the State of New York, shall be construed and governed in accordance and by the laws of said state.

IN WITNESS WHEREOF the parties hereto have duly executed this instrument the day and year first above written.

ART CINEMA CORPORATION

By_____
Joseph M. Schenck, President.

Attest:

_____
Bertram S. Nayfack, Secretary.

_____
D.W. Griffith

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.:

On this day of January, 1927, before me personally came JOSEPH M. SCHENCK, to me known and known to me, who, being by me duly sworn, did depose and say: That he resides in Los Angeles, California; that he is President of ART CINEMA CORPORATION the corporation named in and which executed the foregoing agreement; that he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.:

On this day of January, 1927, before me personally came D. W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#1144

1927

THIS AGREEMENT, made in duplicate at the City of New York, this day of , Nineteen Hundred Twenty-seven, by and between PATHE EXCHANGE, INC., a corporation organized and existing under the laws of the State of New York and having its principal office in the City, County and State of New York, party of the first part, hereinafter referred to as PATHE; and PRODUCTIONS, INC., a New York Corporation having its principal office in the City of New York, party of the second part, hereinafter referred to as the PRODUCER,

WITNESSETH THAT:

PATHE and the PRODUCER, for the consideration herein named, agree as follows:

FIRST: This agreement shall be and continue in force for a period of fifty years (50) from March first, Nineteen Hundred twenty-seven, unless the same shall be terminated effective March first, Nineteen hundred thirty-two, or effective on March first of any year thereafter during said term, by notice given as follows, viz: If termination notice be given by PATHE, the same shall be given to the PRODUCER in writing and sent by registered mail to the PRODUCER at , city of , at lease fifteen (15) months prior to the effective date of such termination. If such notice be given by the PRODUCER, it shall be in writing and sent by registered mail, addressed to PATHE at 35 West 45th Street, New York City, at least fifteen months prior to the effective date of such termination.

SECOND: The PRODUCER agrees that during the period between March first, Nineteen hundred twenty-seven and March first, Nineteen Hundred thirty-two, it will, as an independent contractor, produce and deliver to PATHE not less than five (5) nor more than fifteen (15) special feature motion picture photoplays, to be produced under the personal

direction of D.W.GRIFFITH, and in connection therewith, supply everything incident or pertaining to or requisite for the creation, enactment, photography, production and delivery thereof, completed and finished, all as hereinafter set forth. The linear footage of the completed negatives of each of said special features shall be not less than fifty-eight hundred feet (5800') nor more than twelve thousand feet (12,000').

THIRD: The PRODUCER further agrees that it will, as an independent contractor, during the entire term of this contract, produce and deliver to PATHE such reasonable number of high class feature photoplays as PATHE may from time to time require, except that there shall be not less than four (4) such feature photoplays in each year, and in connection therewith supply everything incident or pertaining to or requisite for the creation, enactment, photography, production and delivery thereof, completed and finished, all as hereinafter set forth, and each of said photoplays shall be produced under the personal supervision of D.W.GRIFFITH. It is agreed, however, that Mr. Griffith's name shall not be used in any of the advertising of said pictures. The linear footage of the completed negatives of each of said feature photoplays shall be not less than forty-five hundred feet (4500') nor more than sixty-eight hundred feet (6800').

FOURTH: The PRODUCER agrees that before commencing the production of any photoplay, it will first submit to PATHE for its reasonable approval or rejection the story or scenario and a detailed statement of estimated cost of production, which shall show the names of the principal players and their respective salaries and, in the case of all pictures other than the special features to be personally directed by Mr. Griffith, showing also the name of the director and his salary. If in PATHE'S reasonable judgment, taking into consideration the usual practices and customs of

the motion picture business, the estimated cost of production is too high, it shall be the duty of the PRODUCER to submit further estimates after eliminating or curtailing elaborate and expensive sequences in the proposed production, with a view of bringing the cost of such production down to a figure that may be reasonably approved by PATHE. PATHE shall have the right to reject such re-submitted estimates and to call for the submission of additional estimates showing further curtailment of production expense, or it may reject said proposed production entirely and it shall then be the duty of the PRODUCER to submit proposals with like estimates for other productions, as often as PATHE may reasonably call upon it to do so, as above herein stated.

Whenever PATHE shall have approved a proposed production, it will so notify the PRODUCER in writing and the estimated cost of production submitted by the PRODUCER shall be the amount PATHE shall be called upon or required to pay the PRODUCER for such photoplay, unless PATHE shall first approve in writing any expenditure in respect of such production in excess of such estimate, and/or except in the event that such excess of costs could not have been reasonably anticipated by the Producer.

PATHE agrees to pay the PRODUCER for each photoplay, the production of which it shall have approved, the actual cost of each thereof, certified as hereinafter provided, but not exceeding in any case the maximum amount approved by PATHE in writing as the cost thereof, except as aforesaid.

FIRTH: The PRODUCER agrees to make and deliver to PATHE two (2) original negatives of each photoplay produced hereunder, which negatives shall be as nearly identical as possible. Each of said photoplays, other than said special features to be produced under the personal direction of D.W.GRIFFITH, shall be delivered to PATHE within four (4)

months after the date of the approval of the story or scenario and cast, director and estimated production cost for the same, unless at the time of giving such approval, a date or time for the delivery of same shall be specified. Each of said special features to be produced under the personal direction of D.W.GRIFFITH shall be delivered to PATHE within eight (8) months after the date of approval of the story or scenario, cast and estimated production cost for the same, unless at the time of giving said approval, a date or time for the delivery of the same shall be specified.

SIXTH: The sums to be paid to the PRODUCER as above provided cover, among other things, all scenarios, casts, direction, labor, services, plant, locations, studios, equipment, expenses and everything else incident to or pertaining to or requisite for the creating, enactment, production and delivery to PATHE of said pictures and the completed and finished negatives of the same, cut, edited and titled, together with one (1) positive print of each of the several pictures made from one of the negatives of the same.

SEVENTH: PATHE agrees that so long as the PRODUCER shall not be in default under this contract or in the delivery of any picture at the time herein provided for the delivery of the same, it will, during the period of production of each of the pictures to be produced hereunder, deposit to the credit of the PRODUCER in a bank to be selected by it, at or in the vicinity of Los Angeles, Hollywood or CulverCity, California, whichever shall be most convenient to the studio at which said pictures are being produced, an amount equal to the estimated budget of expenditures and expenses in respect of each of the pictures at the time being in the course of production, for each calendar week in advance, provided, however, that such estimated budget for any week for each special feature shall

not exceed one-tenth (1/10) of its total estimated production cost as approved by PATHE, and provided that such estimated budget for any week for each picture other than special features shall not exceed one-sixth (1/6th) of its total estimated production cost as approved by PATHE. Monies so advanced in respect of one picture shall not be appropriated for or applied in payment of any expenses or expenditures made or incurred in respect of any other picture, and all sums of money so advanced to the PRODUCER shall be held by the PRODUCER with power and authority to draw and apply the monies so deposited in and for the payment of legitimate and proper costs and expenses incident to the production of said pictures in respect of which said money was so deposited.

PATHE further agrees to advance to the PRODUCER upon the signing of this contract the sum of Dollars to be used by this PRODUCER as a contingent fund for such purposes as may be necessary in its business.

Simultaneously with the completion of each picture and the delivery of the negatives thereof to PATHE, the PRODUCER shall furnish to PATHE a detailed, itemized statement of the cost thereof and PATHE shall be entitled to a credit of so much of the deposit so made in respect of each picture so delivered as shall be in excess of the actual cost of the same, as hereinspecified, except such funds as may be necessary for the salary of Mr. Griffith, and such statements of cost shall be certified as to accuracy by the PRODUCER'S general manager and the bookkeeper in charge of the PRODUCER'S accounts. All monies so deposited by PATHE not actually applied to the legitimate and proper cost and expense of the several pictures shall be credited to PATHE.

EIGHTH: The PRODUCER agrees that it will discharge any persons employed in or about the production of said pictures (other than artists and directors employed under

The PRODUCER agrees that before knowingly using or employing any ideas, themes, business, slogs or concepts of any kind, taken or derived from any story, synopsis, scenario or other literary property in the production of said pictures, or any of them, it will first purchase or otherwise acquire the right to use the same.

EIGHTH: There shall not be included in the cost of production of any of said pictures anything for expenses incident to the operation or maintenance of any office of the PRODUCER or any member of its staff, except such as may be appropriate to the production of the pictures hereunder at the studios at which said pictures are to be produced; nor for any expenditures or expenses made or incurred by the PRODUCER for advertising or publicity of any kind; nor for any expenditures or expenses made or incurred by the PRODUCER in the erection or creation or purchase of studios or for the purchase (as distinguished from the lease or rental) of lighting fixtures or cameras or laboratory equipment or projectors or permanent outfittings or appliances or for acquisitions which may be deemed capital assets or for any interest on borrowed money. But nothing herein contained shall be construed to prevent the PRODUCER from including in the cost of a picture fair and reasonable allowance for the use of such excluded articles of property if the same be furnished by it.

The PRODUCER shall be entitled to reasonable allowance on account of its "overhead" in connection with the production of the several photoplays, respectively, but in no case in excess of ten per cent. (10) of the actual cost of each production, exclusive of such overhead; and in case of dispute as to what does or does not properly constitute such overhead, the decision of Messrs. Price, Waterhouse and Company with respect thereto shall be binding and conclusive

upon both parties; and any dispute as to the accuracy of costs shown in the aforesaid certified statements of cost shall be likewise subject to the decision of Messrs. Price, Waterhouse and Company, whose findings shall be binding and conclusive upon both parties; and it is expressly agreed that the payment by PATHE to the PRODUCER of the amount shown in the certified statements for which provision is hereinabove made, as the cost of production of any one or more of said pictures, regardless of whether PATHE shall have questioned the accuracy of such statements or not shall be without prejudice to PATHE'S right to question any items in such statements which may at any time thereafter be found to be inaccurate, improper or erroneous, and the PRODUCER agrees to refund to PATHE any money paid under such erroneous statements in excess of the true cost thereof; and in addition to such other rights and remedies available to PATHE for the recovery of monies due it from the PRODUCER, PATHE shall have the right to retain such moneys out of any monies then or thereafter in its hands standing in the PRODUCER'S favor or payable to the PRODUCER.

NINTH: When and as materials and accessories acquired in or about the production of any pictures shall cease to be useful in connection therewith, the fair value, at the times being, of the same shall be credited to such pictures and debited against the next succeeding picture in connection with which it shall be useful.

TENTH: The PRODUCER shall keep and maintain at the studio at which said pictures are to be produced accurate books of account, showing all items of expense entering into the cost of the production of each and every one of said pictures, with proper vouchers for all of the same, and all records pertaining to the production of said pictures shall be open to PATHE and PATHE'S duly authorized representatives

for inspection and audit at all reasonable times.

ELEVENTH: PATHE shall have the right, at its option, to maintain an auditor at the studio and locations at which said pictures shall be produced for the purpose of verifying expenditures and examining accounts and vouchers and for such other services as PATHE may require and the PRODUCER shall provide appropriate space and facilities for the accommodation and work of such employes of PATHE and give him free access to all books of accounts, vouchers, records and other things incident to the production of said pictures and permit him or any other duly authorized representative of PATHE to be present at projections of "rushes" and any other projections of film in the course of the production and completion of the same, except those pictures personally directed by Mr. Griffith.

TWELFTH: PATHE agrees to pay the PRODUCER royalties determined and computed as follows:

The total of the gross receipts from all sources and revenues from each of said special features, personally directed by D.W.GRIFFITH, respectively, shall constitute an arbitrary sum to serve as the basis of computation of the royalties payable to the PRODUCER in respect of that special feature from which such gross receipts and revenues were derived, taken and treated as a separate and distinct unit and independently of all of the other of said special features.

If and when a sum equal to 65% of the gross receipts and revenues of each special feature, respectively, derived from distribution thereof in the United States and Canada and a further sum equal to 80% of the gross receipts and revenues of each such special feature derived from territory wherein PATHE does not own or operate its own exchanges, shall exceed a sum equaling the total of PATHE'S outlay for the following items of expenses, viz:

(a) For such number of positive prints not to exceed however one hundred fifty (150) prints shall deem necessary for exploitation in the United States, at the rate of Twenty-five ($25.) Dollars per reel of 1,000 feet each;

(b) For the amount incurred and expended by PATHE for advertising such special features, respec-

tively; not to exceed however the sum of $

(c) For censorship fees, police permits or other license fees incident to the exhibition of such special features in any city, state or foreign country;

(d) For expenses incurred in the transportation and shipment of positive prints from laboratory to PATHE'S exchanges in the United States, including the cost of reels, cans, containers, shipping cases and wrappings, including also like expenses incurred in respect of positive prints shipped to Canada;

(e) The amount paid by PATHE for said special features, respectively

PATHE will pay the PRODUCER the following amounts in respect of such excess, to wit:

1. There shall be deducted from or retained out of such excess a sum equal to one-half (1/2) the amount paid by PATHE to the PRODUCER for the negative cost of the special feature in respect of which such computation is being made, and one-fourth (1/4) of the amount so deducted from or retained out of such excess shall be paid by PATHE to the PRODUCER.

2. The entire remainder of such excess shall stand as the sum of which the PRODUCER shall be entitled to receive, and shall be paid, thirty-two and one-half per cent. (32½%) of the gross revenues derived from each special feature from the United States and Canada and forty per cent. (40%) of the gross revenues derived from each special feature from territory wherein ~~Exxxxxxx~~r Pathe does not own or operate its own exchanges.

The total of the gross receipts and revenues from each of said pictures other than said special features, personally direvted by D.W.GRIFFITH, shall constitute an arbitrary sum, to serve as the basis of computation of the royalties payable to the PRODUCER in respect of that picture from which such gross receipts and revenues were derived, taken and treated as a separate and distinct unit and independently of all of the other said pictures.

If and when a sum equal to 65% of the gross receipts and revenues of each special feature, respectively, derived from distribution thereof in the United States and Canada and

a further sum equal to 60% of the gross receipts and revenues of such special feature derived from territory wherein PATHE does not own or operate its own exchanges, shall exceed a sum equaling the total of PATHE'S outlay for the following items of expenses, viz:

(a) For such number of positive prints not to exceed however 150 prints as PATHE may deem necessary for exploitation in the United States, at the rate of Twenty-five Dollars ($25.00) per reel of 1,000 feet each;

(b) For the amount incurred and expended by PATHE for advertising such pictures, respectively, not to exceed however the sum of $

(c) For censorship fees, police permits or other license fees incident to the exhibition of such picture in any city, state or foreign country;

(d) For expenses incurred in the transportation and shipment of positive prints from laboratory to PATHE'S exchanges in the United States, including the cost of reels, cans, containers, shipping cases and wrappings, including also like expenses incurred in respect of positive prints shipped to Canada;

(e) The amount paid by PATHE for said picture, respectively.

PATHE will pay the PRODUCER an amount equal to Thirty-two and one-half per cent. (32½%) of the gross revenues derived from each special feature from the United States and Canada and forty (40%) per cent. of the gross revenues derived from such special feature from territory wherein PATHE does not own or operate its own exchanges.

In case the said respective 65% and 80% of the gross receipts and revenues from any one or more of said special features produced under the personal direction of D.W.GRIFFITH and also any one or more of said feature photoplays produced under the supervision of D.W.GRIFFITH shall be insufficient to reimburse PATEH for the several items of expense hereinabove mentioned, within eighteen (18) months following the release date of the same, respectively, PATHE shall have the right to recoup any such deficits out of royalties accruing in the PRODUCER'S favor from other motion picture subjects produced under this agreement, subject to the following limitations, namely, all of the said special features produced under the personal direction of D.W.GRIFFITH shall be divided into groups comprising two pictures each, and the first two,

such special features produced and delivered hereunder shall form the first group, the third and fourth of said pictures produced and delivered hereunder shall form the second group, and so on and so on; and in the case of the motion picture subjects produced hereunder under the supervision of D.W. GRIFFITH, the same shall be divided into groups comprising four pictures each, and the first four such pictures produced and delivered hereunder shall form the first group and the fifth to eighth, inclusive, of said pictures produced and delivered hereunder shall form the second group and so on and so on; and PATHE shall not retain and apply any royalties accruing in the PRODUCER'S favor from any of the pictures comprising one of said groups to the payment of any deficit in respect of any of the pictures comprising another group.

THIRTEENTH: It is expressly understood and agreed that the ownership and title of all films, negatives, prints, proofs and positives forming part of the several pictures produced or in the process of production hereunder and the ownership of all and every right, title, interest and estate whatsoever in, to and of said pictures, the concepts and scenarios thereof and motion pictures made and to be made from the same and all copyrights incident to the same or any thereof, and the several pictures themselves and the literary property and copyright thereof and copyright of the pictures shall be and stand vested in the PRODUCER from and after the moment of the photographing of the same and the PATHE shall have no right, title,interest and estate therein or any part thereof; and that all the materials,supplies,and property of every sort and kind into the acquisition of which any part of the money so placed by PATHE on deposit, as aforesaid,shall have entered or shall be payable,shall likewise stand and be vested in the PRODUCER all as the absolute property of the PRODUCER save and except however the rights of the PATHE as set forth in this agreement.

FOURTEENTH: Delivery of a picture hereunder shall not be deemed to have been made within the terms and intent hereof, unless and until two (2) original negatives of the same, as nearly identical as possible,shall have been

delivered in good order to PATHE'S factory at Round Brook, New Jersey, with all transportation, insurance and other charges thereon prepaid by the PRODUCER and until one good positive print made from one of said original negatives and at least sixty (60) still negatives portraying that number of scenes throughout such picture made upon cut film with one positive print of each thereof shall have been delivered in good order to PATHE's office at 35 West 45th Street, New York, New York; with all transportation, insurance and other charges thereon prepaid by the PRODUCER, and it is expressly understood and agreed that such delivery by the PRODUCER to PATHE shall not effect the ownership and title of the PRODUCER in and to all said films and properties as above set forth and the PATHE agrees if and whenever requested by the PRODUCER so to do PATHE will make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered unto the PRODUCER any and all such assignments, transfers and other writings covering said rights as required by the PRODUCER or as may be reasonably necessary to perfect in the PRODUCER such absolute ownership of the several matters and things aforesaid at the expiration of this contract as herein provided for.

And each negative and positive copy of each photoplay and the still plates, or so many as are then in existance and all of PATHE'S rights in and to said photoplay shall cease and terminate shall be returned to the PRODUCER by PATHE /ten (10) years from the date of delivery of the negative of each of said photoplays at the last address provided PATHE by the PRODUCER, or such other place as the PRODUCER may direct in writing to PATHE at least thirty (30) days prior to the expiration of said ten (10) years period.

FIFTEENTH: The PRODUCER warrants that the pictures which shall be delivered to PATHE hereunder will not infringe the copyright or artistic, dramatic, literary or

other rights of any firm, corporation or individual and hereby agrees, at its own expense, to indemnify and hold PATHE harmless from any claim, demand or cause of action in which PATHE'S full and unrestricted right of exploitation, distribution or other use or disposal of said pictures or any other rights therein may be impugned or called into question as set forth by the terms of this contract.

SIXTEENTH: Each of said special features to be produced under the personal direction of D.W.GRIFFITH shall be equal in quality of production, acting, action, direction, photography, settings, continuity, consistency of story and literary quality to the best special feature pictures heretofore produced by or under the direction of D.W.GRIFFITH, consideration being had for the difference, if any, in the cost of the pictures under comparison. Each of the other pictures to be produced hereunder shall be equal in the same respects to the best feature motion picture productions on the market of comparable cost. All of said pictures shall be of a moral and entertaining character, and the same shall be free from any scenes or incidents of an immoral, obscene, indecent or sacrilegious character, or of a character tending to corrupt morals or incite to crime or in which crime or the commission of crime predominate or having a distinct class, sex or religious sect appeal.

SEVENTEENTH: Each negative so to be delivered hereunder shall be cut and assembled for PATHE by the PRODUCER with finished main titles and sub-titles; and the positive of one thereof deliverable hereunder shall be completed in all respects and in condition for immediate projection.

EIGHTEENTH: The negatives of said "still" photographs delivered hereunder shall be made on cut film of the

size eight by ten inches (8" x 10") and shall be arranged in the order of their sequence in the respective pictures and shall show sixty (60) different scenes in each picture. Each of such "stills" shall be accompanied by a title descriptive of the scene depicted. The negative films of "stills" and the positives thereof shall be delivered to PATHE as far in advance of the date of the delivery of the negatives and positive prints of the respective pictures as possible, and shall in all events be delivered to PATHE not later than the date of delivery of the respective negatives of said pictures.

NINETEENTH: It is mutually agreed that in case the PRODUCER shall for any cause whatsoever fail to deliver to PATHE a picture or pictures within thirty days of the time herein specified for the delivery of the same, that PATHE shall have the right to suspend all further payments during the course of the production of succeeding pictures until the picture or pictures so in default shall be delivered, and should such default in delivery continue in respect of any picture for a period of thirty (30) days after PATHE shall have made demand upon the PRODUCER in writing for the delivery of the picture or pictures so in default, then PATHE shall have the right, in addition to all other rights and remedies to which PATHE may have recourse by reason of such default, to require the PRODUCER to refund to PATHE all moneys which it has theretofore deposited with the PRODUCER in respect of the picture or pictures so in default/ provided said funds have not been expended and used in the production cost of said picture or pictures, and the PRODUCER hereby agrees to make such refund in such cases on demand, but the picture or pictures in respect of which such refund shall be made shall be and continue to be the sole and absolute property of the PRODUCER, subject however to PATHE'S right to distribute the same if completed by the PRODUCER as herein provided.

TWENTIETH: The PRODUCER agrees that in case of any

suspension or discontinuance of work for any cause during the course of the production of any picture hereunder that PATHE shall have the right to discontinue making further deposits with the PRODUCER during the period of any such suspension or discontinuance of work, and the PRODUCER agrees to promptly notify PATHE of any suspension or discontinuance of work.

TWENTY-FIRST: The PRODUCER agrees that in making up the finished titles for each of such pictures, it will cause the word "PATHEPICTURE" with PATHE's trademark, according to a design to be supplied by PATHE to the PRODUCER, to be inserted in the negative main title of each picture, and also at the lower margin of each situation sub-title.

The PRODUCER also agrees to show on the negative main title of each picture the words,

Copyright
by
PATHE EXCHANGE, INC. AND THE PRODUCER
(Year in Roman Numerals)

and also the words, "Passed by the National Board of Review",

TWENTY-SECOND: The PRODUCER shall have the right to designate a representative in New York to approve or disapprove applications from exhibitors in the United States for license to exhibit the special feature pictures produced under the personal direction of D.W.GRIFFITH and also to approve or disapprove the adequacy of the prices offered by PATHE's foreign customers. PATHE agrees to submit to the representative so designated all applications for licenses for the right to exhibit said special feature pictures in the United States or proposals from PATHE's foreign customers, it being here stipulated that all such applications from exhibitors in the United States shall stand approved unless expressly disapproved by the PRODUCER'S said representative within twenty-four (24) hours in the case of applications

The Distributor agrees that the name of D.W.GRIFFITH as the director of each of the photoplays produced under the personal direction of the DIRECTOR shall be announced in larger and more conspicuous type than any other names or lettering appearing on the main title of the positive prints of each of such photoplays and also upon all advertising matter provided by the Producer or its assigns for the advertisement of such photoplays.

from exhibitors in the United States and within forty-eight (48) hours in the case of proposals from PATHE'S foreign customers. In case of disapproval, PATHE shall have the right, nevertheless, to accept the terms originally offered, unless the PRODUCER shall, within fourteen (14) days after the date of submission of such rejected application or proposal, procure other bona fide applications or proposals from exhibitors or customers in the same city or town or for the same foreign territory on more favorable terms than the terms offered in the rejected application or proposal.

If the PRODUCER shall fail to designate such representative in New York, or having designated such representative, he shall absent himself from his office in the City of New York for a period in excess of ~~xxxxxxxxxxx~~ forty-eight hours (48) or shall refuse or fail to act, then PATHE shall be under no obligation to submit applications and proposals for approval or rejection, but only during the time of such absence or vacancy in office or refusal or failure to act, PATHE shall have the right to accept any applications from exhibitors in the United States and proposals from PATHE'S foreign customers without first submitting the same to the PRODUCER or its representative.

PATHE represents that it owns or operates a large number of exchanges in the United States and Canada and has facilities to obtain contracts from the largest number of theatres exhibiting motion pictures, obtainable and at prices commensurate with the name and standing in the Industry of D.W.GRIFFITH and commensurate with the style and cost of the other pictures to be produced by the PRODUCER, and that it will, to the best of its endeavors, procure the largest number of such contracts and at prices obtainable comparable with other distributing companies in the United States and Canada distributing like productions.

It is distinctly understood and agreed that after the photoplay is delivered to the exhibitor, no changes, interpolations, modifications, additions, or eliminations of any kind shall be ma de in any photoplay or any part thereof, (this includes title and sub-titles), except such changes as the exhibitor may be forced to make by a duly constituted Board of Censors, and each photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered to PATHE by the PRODUCER. PATHE shall not permit the exhibition of any photoplays delivered hereunder by any theatre owner or exhibitor except in the way and manner in this paragraph provided for, and all releasing contracts of PATHE shall be so drawn as to protect the PRODUCER in this particular, and in such contracts it shall be provided that the photoplay shall only be exhibited in the order, arrangement, sequence and manner as was the negative of such photoplays, when it was completed and delivered by the PRODUCER to PATHE. PATHE hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts with ~~xxxxx~~ exhibitors.

It is agreed by the parties hereto, that the PRODUCER'S motion pictures and photoplays, personally directed by ~~xxx~~ D.W.GRIFFITH enjoy universal popularity in the so-termed "Motion Picture World", and to maintain the same it is essential that the aforesaid series of photoplay be exhibited in the largest number of motion picture theatres obtainable, and to be marketed in a fair manner and free from unfair methods in business; hence - the PATHE agrees that all leases or licenses to use positive copies of such of said photoplays shall be made separate and apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other motion pictures or photoplays, and the right, license or privilege to exhibit such motion

pictures or photoplays shall not be denied any person or persons, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such a license or privilege.

PATHE agrees to use its best efforts to market the aforesaid photoplays personally directed by D.W.GRIFFITH upon a basis of the sharing in the gross receipts derived from the exhibition of each of such photoplays in the particular theatre in question in cities where the photoplays of such producer had been heretofore exhibited for periods of a week or more and for as long a period in such theatres as the patronage of said theatre will reasonably warrant, consistent with the proper financial returns to PATHE and to the exhibitor.

TWENTY-THIRD: PATHE agrees that it will render to the PRODUCER every four (4) weeks during the continuance of the exploitation and distribution of each of said pictures, a statement showing the total amount of the invoices rendered by it to its customers and their names in the United States of America for all monies payable in respect of any right, license or privilege granted to any firm, corporation or individual including the respective names with whom said contracts are made and dates thereof, to exhibit or otherwise use said pictures in the United States of America and also showing all monies collected or received as the proceeds of any right, license or privilege granted to any firm, corporation or individual including the respective names with whom said contracts are made and dates thereof to lease, license, exploit, exhibit or otherwise use or deal in or with said photoplays or the positives thereof in any foreign country and PATHE agrees to remit to the PRODUCER royalties accrued and payable hereunder concurrently with the rendering of such statements.

Amounts paid to PATHE for positive prints (which prints shall not be sold in excess of $35. per reel of one-thousand (1,000) feet each) supplied by it to its customers in foreign countries and amounts paid to PATHE for lithograph posters and other advertising accessories for either domestic or foreign use or consumption shall not constitute receipts and revenues derived from said pictures within the meaning of this contract and the PRODUCER shall not be entitled to an accounting for or royalties upon any such amounts.

THE PRODUCER agrees that so long as the cash collections from said pictures in the United States shall not exceed the amount of the invoices rendered by PATHE to its customers for the use of said pictures, the rendering of statements based upon invoices and the payment of royalties on the same basis will be a satisfactory compliance by PATHE with its agreement herein to render to the PRODUCER statements showing the receipts and revenues derived from said pictures and make royalty payments based upon the same.

The first of said statements as to each picture shall be rendered to the PRODUCER on the last day of the seventh week following the release date of such picture and shall cover the transactions in respect of such picture during the four (4) weeks following such release date. Succeeding statements shall be rendered to the PRODUCER on the Saturday of the third week following the last day of the four (4) weeks during which the transactions reported in the respective statements were conducted.

TWENTY-FOURTH: The PRODUCER agrees that during the full term of this contract it will not directly or indirectly produce or contribute to the production of motion pictures or photoplays for or for distribution by any person, firm or corporation other than PATHE.

TWENTY-FIFTH: Said PRODUCER hereby agrees to carry sufficient insurance on the negatives of each of said pictures during the course of the production of same adequately to protect PATHE to the extent of the amount advanced as herein provided for against loss or damage resulting from the injury, destruction or loss of said negatives, or any parts thereof, by fire, theft and against loss or damage in transit. All such policies of insurance shall be written in the name of PATHE EXCHANGE, INC., as its interest may appear, and the original policies shall be delivered to PATHE. The aforesaid insurance shall be maintained on negatives of each of said pictures until the same shall have been delivered at the factory of PATHE EXCHANGE, INC., at Bound Brook, New Jersey, in good order.

TWENTY-SIXTH: In case of the reissue of any of said photoplays, PATHE will pay the PRODUCER a royalty in respect of such reissues of a sum equal to thirty-two and one-half per cent. (32½%) of the gross receipts and revenues derived from the United States and Canada plus 40% of the gross receipts and revenues derived from the remaining territory, respectively from such reissued photoplays, respectively in excess of that sum of which sixty-five per cent. (65%) derived from the United States and Canada plus 80% of the gross receipts and revenues derived from the remaining territory, respectively is equal to the following items of expense incident to such reissues:

(a) For such number of positive prints as PATHE and the PRODUCER shall deem necessary for exploitation in the United States at the rate of twenty-five dollars ($25.) per reel of 1,000 feet each;

(b) For the amount incurred and expended by PATHE as may be mutually agreed upon in writing for advertising such pictures, respectively;

(c) For censorship fees, police permits or other license fees incident to the exhibition of such picture in any city, state or foreign country;

(4) Any balance due PATHE in respect of the original issue of such photoplays, respectively, not otherwise reimbursed.

TWENTY-SEVENTH: It is mutually covenanted and agreed that neither party to this agreement shall be liable to the other for any delay in or failure of performance of any of the agreements herein contained resulting from fires, strikes, riots, the elements, acts of God, death, illness or other incapacity of any person whose personal services are contemplated hereby or other controlling event not primarily occasioned by the negligence of the party in default; provided, however, that nothing herein shall be construed as relieving the PRODUCER of its obligation to refund to PATHE all amounts advanced for or on account of any picture or pictures herein provided for which the PRODUCER shall for any cause whatsoever fail to deliver.

TWENTY- EIGHTH: The PRODUCER shall maintain such insurance as will protect it from claims under Workingmen's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operation under this contract. Certificates of such insurance shall be filed with PATHE, if it so require, and shall be subject to PATHE'S reasonable approval for adequacy of protection.

TWENTY-NINTH: It is contemplated by the parties hereunder that the special features produced under the direction of D.W.GRIFFITH shall not cost in excess of Four hundred Thousand Dollars ($400,000.) each, and that the motion picture subjects produced under the supervision of D.W.GRIFFITH shall not cost in excess of Two hundred Thousand ($200,000) Dollars each. In case the production of any two consecutive pictures of each series of said pictures shall cost in excess of said maximum amounts, unless PATHE shall have agreed in writing upon such higher cost, PATEH shall have the right to terminate this contract on ten (10) days' notice in writing to the

PRODUCER, and such termination shall be effective upon the completion and delivery to PATHE of the picture or pictures then actually in course of production, and PATHE shall be under no obligation or duty to make any advances or payments to or deposits with the PRODUCER on account of or in respect of the production of any motion picture subjects other than the picture or pictures actually in course of production at the date of giving such termination notice, and for the purposes hereof, a picture shall not be deemed to be in course of production until the photographing of scenes therein shall have been commenced.

It is further agreed by the parties hereto that upon the termination of this co tract for any reason whatsoever the PRODUCER's rights to its share of the gross and/or net receipts, as herein provided, shall be in nowise effected and shall be payable to it by PATHE from time to time pursuant to the terms of this agreement.

PATHE agrees to keep true and accurate books of account in which shall be entered all details of every kind and character pertaining to the business of this contract, and all contracts pertaining to the marketing and exhibiting of said photoplays from the various theatres in which they are exhibited, and contracts with state rights or franchise holders which shall be open to the inspection of the PRODUCER or its representative or accountant at all reasonable times.

THIRTIETH: Nothing in this agreement contained shall be held to constitute the parties hereto as partners or as the agent of the other, nor authorize either of said parties to contract any debt, liability or obligation for or against or on behalf of any other party to this agreement.

THIRTY-FIRST: Neither party to this contract shall assign the contract without the written consent of the other

~~not shall the PRODUCER assign any money due or to become due to it hereunder without the previous written consent of~~

nor shall this agreement or any of the rights hereunder be transferable by operation of law.

THIRTY-SECOND: It is further mutually understood and agreed by and between the parties hereto that the PRODUCER may at any time before the commencement of the production of any of the pictures in either series finance the cost thereof upon its own credit, in which event PATHE shall not be liable to finance any part or portion of said production and PATHE's only right therein shall be to the distribution thereof pursuant to the terms of this contract upon the basis of participation in thirty-five per cent. (35%) of the gross receipts derived from the sale, license or other disposition of said picture or pictures so financed by PRODUCER in ~~said~~ the United States and Canada or any other territory wherein it may own or operate its own exchanges, and twenty per cent. (20%) of the gross receipts in such remaining territory in all parts of the world where it does not maintain or operate its own exchanges. Said right of distribution shall continue for theterm of ten (10) years from the date of delivery of such picture or pictures and all the other terms of this contract shall be in full force and effect except such as shall be inconsistent with the provisions of this paragraph.

THIRTY-THIRD: It is mutually agreed that the foregoing contract embodies the entire agreement between the parties hereto and that there are no other agreements or understandings between the parties hereto, either verbal or written, except as set forth herein, and that this agreement shall not be modified or amended in any respect without the written consent of D.W.GRIFFITH and ~~xxx~~ D.W. GRIFFITH INCORPORATED first had and obtained.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized

officers and have caused their corporate seals to be affixed hereto, duly attested, the day and year first above written.

ATTEST:

By_____
Secretary

PATHE EXCHANGE, INC.

By_____
Vice-President

ATTEST:

By_____
Secretary

PRODUCTION, INC.

By_____
President

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#145

1927

A G R E E M E N T, made this 4day of 1927, between CORPORATION, a Delaware Corporation, hereinafter referred to as "Producer", party of the first part, and D.W.GRIFFITH, hereinafter referred to as "Mr. Griffith", party of the second part, D.W.GRIFFITH INCORPORATED, a Maryla nd Corporation, hereinafter referred to as the "Griffith Corporation", party of the third part

W I T N E S S E T H :

WHEREAS, Producer is desirous of engaging the services of Mr. Griffith for the period and upon the terms and conditions hereinafter set forth; and

WHEREAS, Mr. Griffith is exclusively employed by the Griffith Corporation for a term of years; and

WHEREAS, Mr. Griffith is desirous of rendering the said services and the Griffith Corporation is willing to consent thereto upon said terms and conditions;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties have agreed and do hereby agree as follows:

FIRST: (a) The Griffith Corporation agrees to and for a period of five (5) years from the date hereof hereby engages to furnish the services of Mr. Griffith to personally direct not less than two motion picture photoplays per year and also to supervise the direction and production of all other motion picture productions to be produced for the Producer upon the terms and conditions hereinafter set forth and Mr. Griffith individually covenants and agrees to and with the Producer to perform each and every service intended to be rendered by him herein and continue to perform the same in case of default by the Griffith Corporation upon the terms and conditions hereinafter set forth.

(b) Mr. Griffith will devote his entire business time, talent and ability exclusively in the service

of the Producer and the direction and general supervision of direction and production of pictures produced by the Producer.

(c) Mr. Griffith shall select all artists and directors whose services shall be required in the production of said pictures and shall select stories and scenarios recommended by him for production, and shall cause to be prepared detailed estimates of production costs for each picture. The stories and continuities so selected, together with the names of artists and directors proposed to be employed and the detailed estimates of costs of production shall be submitted by Mr. Griffith to the Producer for its approval or rejection in whole or in part and no story or continuity shall be purchased nor artist or director employed or production of a picture commenced without the approval of the Producer being first obtained, but such approval shall not be unreasonably withheld, it being understood and agreed that the final decision in all such matters shall rest absolutely with the Producer in the exercise of its reasonable judgment and discretion. Any delay and/or loss of time caused by the Producer in not consenting to give its approval shall not be chargeable to the time required to complete a picture as hereinafter provided for.

(d) In case the estimated outlay for the production of a picture shall be deemed by the Producer to be too large, it shall be the duty of Mr. Griffith to submit further estimates, after eliminating or curtailing elaborate and expensive sequences in the proposed production, with a view to bringing the cost of such production down to a figure that would be approved by the Producer.

(e) Mr. Griffith shall have a free hand in the direction and in the supervision of the direction and production of all pictures, and the editing thereof, the production of which shall have been approved by the Producer

and shall have the right to make such changes in continuity and cast as he may deem proper, provided that any such changes which shall entail additional costs shall be approved as to such additional costs by the Producer before being undertaken.

(f) After the production of a picture shall have been approved by the Producer, Mr. Griffith shall cause the production of such picture to be carried on continuously to completion, with all reasonable dispatch, and will not suspend his work as the DIRECTOR or supervising director of such picture or discontinue or permit the discontinuance of work thereon until it shall be completed, without the consent of the Producer.

(g) Mr. Griffith shall not employ any person in or about the production of any pictures produced by the Producer whose services or personality or compensation may not be mutually satisfactory to the Producer and Mr. Griffith.

(h) Mr. Griffith shall not be entitled to compensation for or in respect of any story, idea, theme, business, gags or concepts of any kind, original or otherwise that may be incorporated or used in said pictures, or any of them, it being contemplated and intended that the compensation paid to Mr. Griffith will cover the use or ownership by the Producer of all such stories, ideas, themes, business, gags and concepts originated or invented by him or used in such productions.

SECOND: (a) The Producer agrees to pay Mr. Griffith and the Griffith Corporation for Mr. Griffith's services as supervising director a salary of One Thousand Dollars ($1,000) per week during the entire term of this contract and in addition thereto, agrees to pay Mr. Griffith and the Griffith Corporation for Mr. Griffith's services in personally directing such number of special feature motion picture

photoplays as the Producer may designate, being at least two in any one year during the term of this contract, a salary of Four Thousand Dollars ($4,000) per week for a period of at least but not more than twenty (20) weeks in respect of any one such special feature pictures, except the first picture, for a period of at least but not more than twenty-five (25) weeks. If the period of production of a special feature shall extend over more than twenty (20) weeks, or if there shall be a lapse of time between the completion of the production of one special feature (after 20 weeks except as aforesaid) and the commencement of another, said salary of Four Thousand Dollars ($4,000.) per week shall be reduced to Two thousand Dollars ($2,000.) per week during the period of production in excess of twenty (20) weeks in respect of any one picture and/or during any period of inactivity. For the purposes hereof, a picture shall be deemed to be in production when the rehearsing of scenes shall be commenced and shall be deemed to be complete when the first positive print is assembled and ready for projection. If for any reason work shall be suspended or discontinued during the course of production of a special feature for a period longer than one week, such period of suspension or discontinuance of work shall be deemed to be a "period of inactivity".

(b) In addition to the aforesaid salary payable to Mr. Griffith and the Griffith Corporation the Griffith Corporation shall be paid a further sum equal to the entire amount derived by the Producer as the Producer's share of gross receipts from the distribution of the special features produced under the personal direction of Mr.Griffith, which said Producer's share of receipts shall be arrived at as provided for in the contract between the Producer and the Distributor hereunto annexed and made a part hereof and shall be payable every four (4) weeks if, as and when earned as shown by the distributors' statements

(c) It is further agreed that the Producer will issue and deliver to the Griffith Corporation as

additional compensation, one-half or fifty per cent. (50%) of its total authorized common capital stock, and the Griffith Corporation agrees that it will not sell, pledge, hypothecate or otherwise dispose of or encumber said stock during the term of this contract and that after the expiration of this contract it will not sell or dispose of said stock without first giving the Producer an appertunity to acquire it for itself or its nominee on the same terms as it shall be offered to any one else, and the Producer agrees that this agreement shall be mutual and shall be binding on the first purchaser of the other one-half or fifty percent of its total authorized common capital stock.

(d) As an inducement to the Producer to enter into this agreement, Mr. Griffith and the Griffith Company represent and warrant that Mr. Griffith and the Griffith Corporation have not entered into any agreement or engagement of any kind or character whereby Mr. Griffith has disposed of his services for any purpose whatsoever to any firm, corporation or individual other than to the Griffith Corporation and the Producer for the period of time covered by this agreement, and that no firm, corporation or individual other than the Producer has any claim of any kind or character upon his services for or during the aforesaid period of time, except that of the Griffith Corporation.

(e) Mr. Griffith agrees that during the term of this contract he will not direct, supervise or contribute to the production of motion pictures or photoplays of any kind for any one other than the Producer or render or perform any services of any kind, nature or description to or for any firm, corporation or individual other than the Producer and/or the Griffith Corporation, or be or become directly or indirectly interested, financially or otherwise, in the production or distribution of motion pictures by any other corporation, except the Griffith Corporation, or

individual or group of individuals, it being the purpose and intent hereof that the entire business activities of Mr. Griffith shall be limited to the performance of the services agreed herein to be performed for and on behalf of the Producer, and that such services will be performed in a cooperative spirit and that Mr. Griffith will use his best efforts to facilitate the work of all persons engaged in or contributing to the production of said pictures and the conduct and management of the Producer's business.

(f) Mr. Griffith agrees to perform his services hereunder in such part of the United States of America as the Producer may require, and Mr. Griffith and the Griffith Corporation agree that if for any cause Mr. Griffith shall absent himself from his work hereunder or refuse to perform for a continuous period greater than one week as herein agreed, the weekly compensation hereunder shall, in addition to and not in lieu of such rights and remedies as inure to the Producer, be reduced at the rate of one-sixth (1/6) of the weekly rate of compensation herein provided for, for each day of such abstention from the performance of Mr. Griffith's services hereunder as aforesaid.

(g) If by reason of sickness or other unavoidable cause, said Mr. Griffith shall fail to perform the duties on his part to be performed under this contract, for a continuous period aggregating sixty (60) days in any one year, the Producer shall have the right at its option to terminate this agreement by notice in writing to Mr. Griffith or the Griffith Corporation and forthwith upon the mailing or delivery of such notice this contract shall terminate, and the Producer shall be under no further obligation or duty to make any further payments of salary to Mr. Griffith or the Griffith Corporation, which notice, however, shall not affect Mr. Griffith's and the Griffith Corporation's right to their share of profits, if any, and in its stock interest in the producing Company in any completed picture

or pictures.

THIRD: The Producer agrees to pay the first class traveling and hotel expenses of Mr. Griffith necessarily incurred by him in the service of the Producer in the course of his employment hereunder, when Mr. Griffith's services shall be required outside of a radius of twenty-five (25) miles from the studio designated by the Producer for the making of said pictures. Where Mr. Griffith works within such twenty-five (25) miles, the Producer will pay for or provide transportation for Mr. Griffith.

FOURTH: Mr. Griffith hereby stipulates and agrees for himself, his heirs, executors and personal representatives, that he will and does hereby assume, all of the risks incident to the production and direction of the photoplays, the production of which is herein contemplated, and hereby expressly waives any and all claims against the Producer and its agents for any injury which he may sustain in the course of production of said photoplays or during the course of his employment hereunder, excepting only the liability imposed upon the Producer as an employer under the provisions of any compensation law of any State in which said Mr.Griffith shall be required to work under the terms of this agreement, or of any law limiting the liability of an employer to an employee for injuries sustained during the course of employment of such employee; and, except within the limitations of the foregoing exception, Mr. Griffith hereby agrees that he, his heirs, executors and personal representatives will not make any claim upon the Producer for any injury or damage sustained by him during the course of his employment under this agreement, whether such injury or damage results from his own acts or from the acts of any other person or from any other casualty, howsoever occurring.

FIFTH: The Producer agrees that the name of D.W. GRIFFITH as the director of each of the photoplays produced under the personal direction of the DIRECTOR shall be announced in larger and more conspicuous type than any other names or lettering appearing on the main title of the positive prints of each of such photoplays and also upon all advertising matter provided by the Producer or its assigns for the advertisement of such photoplays. The wording of such announcement shall be mutually determined by the Producer and Mr. Griffith. The Producer will not use the name of Mr. Griffith or the Griffith Corporation in the presentation, exhibition, exploitation or announcement of any of the photoplays produced under the supervision of Mr. Griffith without first securing his consent to such use and then only in such manner and to such extent as Mr. Griffith may specifically authorize in writing.

SIXTH: Mr. Griffith and the Griffith Corporation agree that in case Mr. Griffith shall be engaged in the direction or supervision of a photoplay or photoplays at the time herein above set forth for the expiration of the term of this contract, that Mr. Griffith will, nevertheless, continue his work as such director and/or supervising director on the same terms and at the same rate of compensation herein provided for, until such photoplay or photoplays shall be completed.

SEVENTH: It is mutually stipulated and agreed between the parties that the services, talent and ability of Mr. Griffith are unique, unusual and cannot be replaced and constitute fundamental considerations for this agreement, and that, in addition to any other right or remedy available to the Producer in the event of the breach of this contract by Mr. Griffith or the Griffith Corporation or of their

failure or refusal to carry out the terms hereof, that the Producer shall be entitled to injunctive relief, enjoining and restraining the violation of this contract by Mr.Griffith and the Griffith Corporation and the rendering by Mr. Griffith of services to anyone else.

EIGHTH: Mr. Griffith and the Griffith Corporation agree that if at any time, by reason of any strike, fire, act of God or other cause beyond the control of the Producer, it shall be prevented from carrying on the work of producing the photoplays contemplated hereby, the Producer shall be released from payment of any salary to Mr. Griffith or the Griffith Corporation during the continuance of such suspension or interruption of work, provided, however, that if such suspension or interruption of work should last for a period greater than three weeks Mr. Griffith and the Griffith Corporation shall have the right of terminating this contract on one week's notice in writing, which termination, however, shall not affect the rights in any percentage or profits as herein provided for.

NINTH: Annexed hereto is a verified copy of agreement between PATHE EXCHANGE, INC., a New York Corporation and the Producer, pursuant to which the pictures to be produced under this contract are to be distributed by said PATHE EXCHANGE,INC. The parties hereto here stipulate that certain rights in said agreement between said Producer and said PATHE EXCHANGE,INC. will inure to the benefit of Mr. Griffith and the Griffith Corporation and that said contract shall not be modified or amended in any respect whereby the rights of Mr. Griffith and the Griffith Corporation may be affected, without their consent being first obtained.

This agreement shall be construed and interpreted under and according to the laws of the State of New York.

This agreement contains the entire agreement between the parties and supersedes all other agreements,verbal or written/

TENTH: The Producer shall keep true and accurate accounts of all moneys expended or obligations incurred as well as all proceeds derived by it in or from the production,

marketing, distribution or other exploitation of each of said photoplays and shall keep its books and records open to the inspection of Mr. Griffith and/or the Griffith Corporation, or his or its duly authorized representative during all reasonable hours of the business day, and the Producer further agrees to preserve its books of accounts, vouchers and all other records relating thereto for a period of at least ten (10) years from the release date of such pictures, except the records appertaining to the original negative cost of said pictures, which shall be preserved for at least a period of one year/ from the release date of each picture.

ELEVENTH: The Producer hereby agrees to provide for the use of Mr. Griffith and his producing unit, a suitable studio wherein such pictures are to be produced for the Producer and lighting equipment, separate and distinct from that of all other producing units and commensurate with the nature of the productions to be made by Mr. Griffith pursuant hereto and the Producer also agrees to provide Mr. Griffith with suitable office space and his leading artists with first class dressing rooms.

TWELFTH: In the event of the appointment of a receiver or trustee in bankruptcy of the Griffith Corporation or its property, or of an assignment by it for the benefit of the creditors, all compensation for services to be paid by the Producer to the Griffith Corporation hereunder, shall be paid directly to Mr. Griffith alone. In the event of the death of Mr. Griffith during the making of a production, no further compensation shall be paid to either the Griffith Corporation or Mr. Griffith with respect to such picture, and no profits shall be payable to the Griffith Corporation with respect thereto, and such production may be completed by any other director selected by the Producer.

It is further mutually agreed between the parties hereto that Mr. Griffith and the Griffith Corporation are entering into and upon the terms of this contract in reliance upon the representation by the Producer that one J.J. Murdock is or shall be the president and/or general manager of the Corporation which shall own or control one-half or fifty percent of the party of the first part, and in the event that said J.J. Murdock shall cease to be such president and/or general manager for any reason whatsoever of said Corporation that then and in such an event Mr. Griffith and the Griffith Corporation shall have and they hereby are given the option to terminate their contract upon thirty days' notice in writing to the Producer subject, however, to all the other terms and conditions of this contract not in conflict with this provision.

The Griffith Corporation and/or Mr.Griffith shall further have the option to terminate this agreement in the event of the termination of the agreement above referred to made between the Producer and the Distributor by giving days notice in writing of their intention so to do.

United Artists (Australasia) Limited

TRANSMITTAL LIST OF CONTRACTS

"BIG BARGER BELT"
(Name of Production)

Week Ending 24th. January, 1927. 192

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL			FILM RENTAL Reported Week Ending
326	Dowerin	Dowerin	W.A.		1	1	0	0	

J. W. GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY
MUSEUM

"HIS DARKER SELF" ACCOUNT TO JAN. 8TH. 1927.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Dec. 31st. account ---	£948. 5. 5	Amount paid by Aust. Corp. as of Dec. 31st. account ---	£936. 10. 6
70% share of film rentals for week ending Jan. 8th.	14. 0	Deduction on account N.S.W. Tax	8. 9
Total due Producer ---	£948. 19. 5	Total paid by Aust. Corp. --	£936. 19. 3

Total due Producer ---		£948. 19. 5
Total paid by Aust. Corporation		936. 19. 3
Balance due Producer ---		£ 12. 0. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"HER GOLDEN GIRL"
(Name of Production)

WEEK ENDING 8th. January, 1927 ...

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
309	Glen	Rutherglen	Vic.	Dec. 24	1	1	0	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM STUDY

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING [illegible]

[illegible] RELEASE DATE

[illegible] PRODUCERS

EXCHANGE	THIS WEEK			ACCUMULATIVE		
	No. of CONTRACTS		RENTALS	No. of CONTRACTS		RENTALS
NEW SOUTH WALES		Worth On	£ Percentage	81	Worth On	£ 383.15. 0 Percentage
NEW ZEALAND		Worth On	£ Percentage	45	Worth On	£ 290.17. 6 Percentage
QUEENSLAND		Worth On	£ Percentage	47	Worth On	£ 226. 0. 0 Percentage
VICTORIA		Worth On	£ Percentage	97	Worth On	£ 479. 0. 0 Percentage
WEST AUSTRALIA	1	Worth On	£ 1. 0. 0 Percentage	24	Worth On	£ 81.11. 0 Percentage
TOTALS	1	Worth On	£ 1. 0. 0 Percentage	294	Worth On	£ 1461. 3. 6 Percentage

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM [illegible]

UNITED ARTISTS (AUSTRALASIA) LTD.

"HIS DARKER SELF" ACCOUNT TO JAN. 15th., 1927.

Due Producer		Paid by Aust Corporation	
Amount due Producer as of Jan. 8th., account ---	£948. 19.5.	Amount paid by Aust. Corp. as of Jan. 8th., account ---	£936. 19.3.
70% share of film rentals for week ending Jan. 15th.	- 14.0.		
Total due Producer ---	£949. 13.5.	Total paid by Aust. Corp. ---	£936. 19.3.

Total due Producer ----	£949. 13.5.
Total paid by Aust. Corporation	936. 19.3.
Balance due Producer ----	£ 12. 14.2.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

(Name of Film) CHAS. RAGGED GOLF[illegible] WEEK ENDING 15th. Jan. 1927[illegible]

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
326	Dowerin	Dowerin	W.A.	Jan. 1st.	1	1	0	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING ..... 15th. Jan. 1944.

..... 11th. July, 1924. ..... 1944 .....

RELEASE DATE PRODUCTION

EXCHANGE	THIS WEEK		ACCUMULATIVE	
	No. of CONTRACTS	RENTALS	No. of CONTRACTS	RENTALS
NEW SOUTH WALES	Worth	£	81 Worth	£ 383.15. 0
	On	Percentage	On	Percentage
NEW ZEALAND	Worth	£	45 Worth	£ 230.17. 6
	On	Percentage	On	Percentage
QUEENSLAND	Worth	£	47 Worth	£ 226. 0. 0
	On	Percentage	On	Percentage
VICTORIA	Worth	£	97 Worth	£ 479. 0. 0
	On	Percentage	On	Percentage
WEST AUSTRALIA	Worth	£	24 Worth	£ 81.11. 0
	On	Percentage	On	Percentage
TOTALS	Worth	£	294 Worth	£ 1461. 3. 6-
	On	Percentage	On	Percentage

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS (AUSTRALASIA) LTD.

"HIS DARKER SELF" ACCOUNT TO JAN. 22nd. 1937.

Due Producer		Paid by Aust. Corporation	
Amount due Producer as of Jan. 15th.: account ---	£949. 13.5.	Amount paid by Aust. Corp. as of Jan. 15th., account ---	£936. 19.3.
70% share of film rentals for week ending Jan 22nd.	1. 8.0.		
Total due Producer ---	£951. 1.5.	Total paid by Aust. Corp. ---	£936. 19.3.

Total due Producer ------	£951. 1.5.
Total paid by Aust. Corporation	936. 19.3.
Balance due Producer ----	£ 14. 2.2.

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UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"[illegible]"
(Name of Production)

Week ending 22nd. January, 1927.

Contract Number	THEATRE	CITY	STATE	FLAT RATES	Length of Run Days	RENTAL		
317	Imperial	Erwaville	N.S.W.	Dec. 27	1	1	0	0
322	Prince Regent	Lakes Entrance	Vic.	Jan. 3	1	1	0	0
						2	0	0

D. W. GRIFFITH COLLECTION

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING 22nd. Jan. 1927.

11th. July, 1924.

RELEASE DATE

EXCHANGE	THIS WEEK			ACCUMULATIVE		
	No. of CONTRACTS		RENTALS	No. of CONTRACTS		RENTALS
NEW SOUTH WALES		Worth	£	81	Worth	£ 383.15. 0
		On	Percentage		On	Percentage
NEW ZEALAND	1	Worth	£ 1.10. 0	46	Worth	£ 292. 7. 6
		On	Percentage		On	Percentage
QUEENSLAND		Worth	£	47	Worth	£ 226. 0. 0
		On	Percentage		On	Percentage
VICTORIA		Worth	£	97	Worth	£ 479. 0. 0
		On	Percentage		On	Percentage
WEST AUSTRALIA		Worth	£	24	Worth	£ 81.11. 0
		On	Percentage		On	Percentage
TOTALS	1	Worth	£ 1.10. 0	295	Worth	£ 1462.13. 6
		On	Percentage		On	Percentage

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists (Australasia) Limited

TRANSMITTAL LIST OF CONTRACTS

"BIG BARRIER GULF"
(Name of Production)

Week Ending 22nd. January, 1927. 192.

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of This Date	RENTAL			FILM RENTAL Reported Week Ending
327	Institute Hall	Kokoki	N.S.		1	1	10	0	

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UNITED ARTISTS (AUSTRALASIA) LTD.

'HIS DARKER SELF' ACCOUNT TO JAN. 29TH. 1937.

Due Producer.		Paid by Aust. Corporation.	
Amount due Producer as of Jan. 22nd. account ---	£951. 1. 5	Amount paid by Aust Corp. as of Jan. 22nd. account ---	£936. 19. 3
70% share of film rentals for week ending Jan. 29th.	1. 1. 0	Deduction on account N.S.W. Tax	3. 6
Total due Producer ---	£952. 2. 5	Total paid by Aust. Corp. ---	£937. 2. 9

Total due Producer ---	£952.	2. 5
Total paid by Aust. Corporation	937.	2. 9
Balance due Producer ---	£ 14.	19. 8

D. W. GRIFFITH COLLECTION
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UNITED AR[illegible]TS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"HIS BAIKER SELF"
(Name of Production.)

WEEK ENDING 29th. Jan. 1927 to[illegible]

Contract Number	THEATRE	CITY	STATE	FILM DATES	Length of Run Days	RENTAL		
327	Institute	Kahuhi	N.S.	Jan. 15	1	1	10	0

D. W. GRIFFITH COLLECTION
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LIBRARY

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING ..... 29th. January. 1927.

"THE DARKER SEX"

.....11th. July. 1924.

RELEASE DATE PRODUCTION

EXCHANGE	THIS WEEK			ACCUMULATIVE		
	No. of CONTRACTS		RENTALS	No. of CONTRACTS		RENTALS
NEW SOUTH WALES	Worth	£		81	Worth	£383.15. 0
	On	Percentage			On	Percentage
NEW SEALAND	Worth	£		46	Worth	£ 292. 7. 6
	On	Percentage			On	Percentage
QUEENSLAND	Worth	£		47	Worth	£ 226. 0. 0
	On	Percentage			On	Percentage
VICTORIA	Worth	£		97	Worth	£ 479. 0. 0
	On	Percentage			On	Percentage
WEST AUSTRALIA	Worth	£		24	Worth	£ 81.11. 0
	On	Percentage			On	Percentage
TOTALS	Worth	£		295	Worth	£ 1462.13. 6
	On	Percentage			On	Percentage

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